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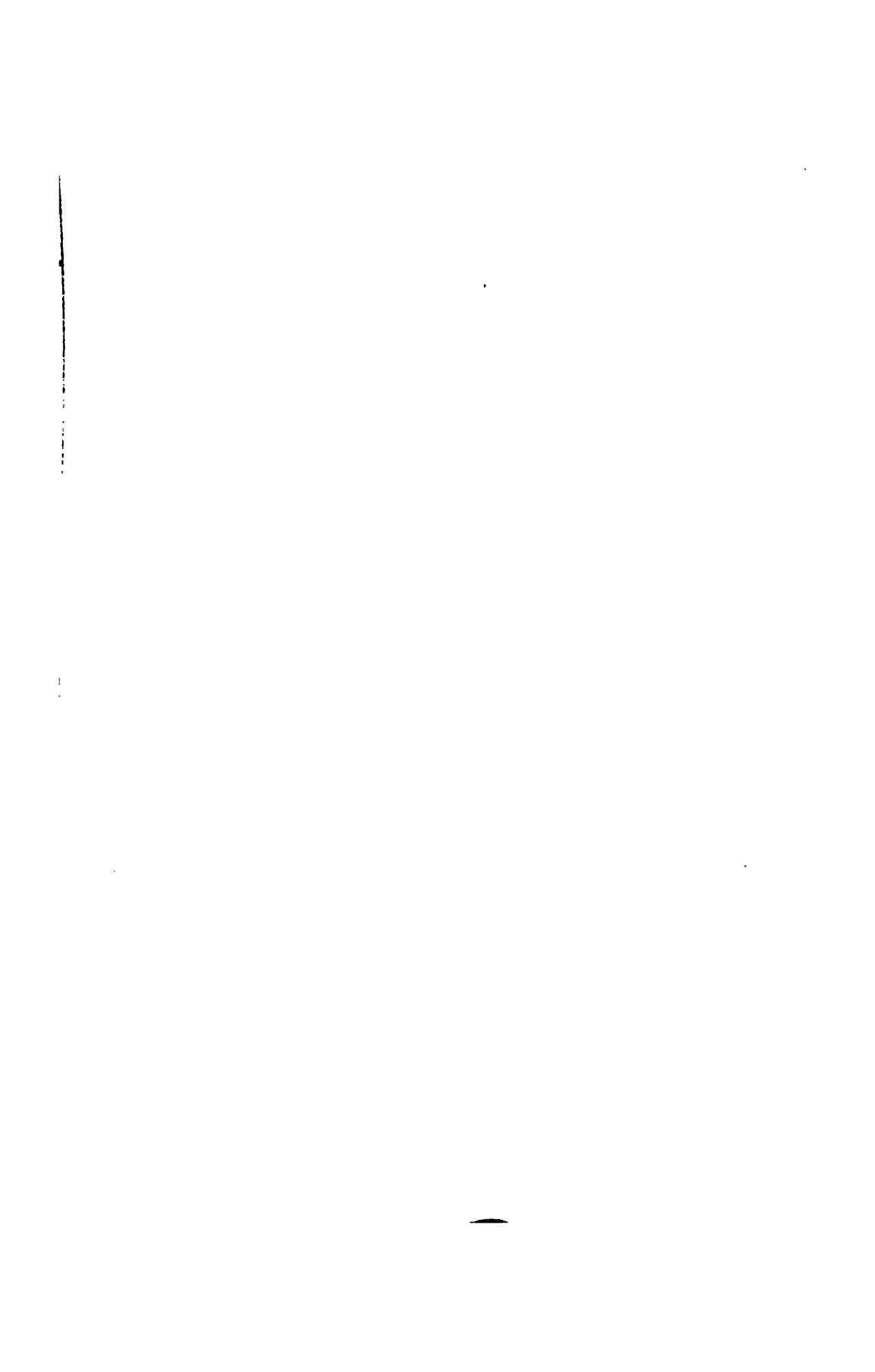


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JAMES GREENLEAF

# Greenleaf and Law

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**Memorable is Rufus Choate's banquet witticism:\***

Pennsylvania's two most distinguished citizens, Robert Morris, a native of Great Britain, and Benjamin Franklin, a native of Massachusetts.

Robert Morris's birth-place is Liverpool and birth-date January 31, 1734. At fourteen years of age he entered the mercantile house of the Willings at Philadelphia. At twenty, he and Thomas Willing formed the new firm, Willing and Morris, or Willing, Morris and Co., or subsequently so styled. The stock was as diverse as the heterogeneous commodities of a cross-roads emporium and as varied as a modern department store. They imported and exported from and to every mart in the world; they bought and sold bills of exchange and engaged in other branches of banking. The business was comprehensive enough to include the barter in human chattels. Morris never concealed that to him public office meant no relinquishment of private pursuit. The operations of the war gave opportunity for enrichment, and Morris never was slow either in business or politics. As Financier-General he acquired additional credit and he actually circulated his own notes throughout the continent as currency and even had the assurance to have the Assembly of Virginia and perhaps the legislatures of other colonies enact them current in payment of tax.† Before the termination of the war his firm was favorably known in the considerable trading towns in Europe, and he, himself, was reputed to be the possessor of prodigious wealth.

Of his personal appearance and manner of living, I will now let others say:

Marquis de Chastellux, 1781, writes: ‡

Mr. Morris is a large man, very simple in his manners; but his mind is subtle and acute, his head perfectly well organized, and he is as well versed in public affairs as in his own. He was a member of Congress in 1776, and ought to be reckoned among those personages who have had the greatest influence in the revolution of America. \* \* \* His house is handsome, resembling perfectly the houses in London; he lives there without ostentation, but not without expense, for he spares nothing which can contribute to his happiness, and that of Mrs. Morris, to whom he is much attached. A zealous republican, and an epicurean philosopher, he has always played a distinguished part at table and in business.

\* From address of Charles H. Hart—*Robert Morris*.

† The Financier and Finances of the American Revolution.—*Prof. William Graham Sumner*.

‡ *Travels in North America, in the years 1780-81-82, by the Marquis de Chastellux*, translated from the French, by an English gentleman, who resided in America at that period. With notes by the translator.

**The Marquis' translator supplements:\***

The house the Marquis speaks of, in which Mr. Morris lives, belonged formerly to Mr. Richard Penn; the Financier has made great additions to it, and is the first who has introduced the luxury of hot-houses and ice-houses on the continent. He has likewise purchased the elegant country house formerly occupied by the traitor Arnold, nor is his luxury to be outdone by any commercial voluntary of London.

**Prince de Broglie, 1782, writes:**

M. de la Luzerne conducted me to the house of Mrs. Morris to take tea. She is the wife of the Financier of the United States. The house is simple, but neat and proper. The doors and tables are of superb mahogany, carefully treated. The locks and trimmings are of copper, charmingly neat. The cups were arranged symmetrically. The mistress of the house appeared well. Her costume was largely of white. I got some excellent tea; and I think that I should still have taken more, if the Ambassador had not charitably warned me, when I had taken the twelfth cup, that I must put my spoon across my cup whenever I wanted this species of torture by hot water to stop; "since," said he to me, "it is almost as bad manners to refuse a cup of tea when it is offered to you as it would be indiscreet for the master of the house to offer you some more, when the ceremony of the spoon has shown what your intentions are in respect to this matter." Mr. Morris is a large man, who has a reputation for honourableness and intelligence. It is certain that he has great credit at least, and that he has been clever enough while appearing often to make advances of his own funds for the service of the Republic, to accumulate a great fortune and to gain several millions since the Revolution began. He appears to have much good sense. He talks well, so far as I could judge, and his large head seems as well adapted for governing a great empire as that of most men.

**W. Sullivan, *Public Men of the Revolution*, records:**

In his person (as now recollect) he was nearly six feet in stature; of large, full, well-formed, vigorous frame, with clear, smooth, florid complexion. His loose, gray hair was unpowdered; his eyes were gray, of middle size, and uncommonly brilliant. He wore, as was common at that day, a full suit of broad cloth of the same color, and of light mixture. His manners were gracious and simple, and free from formality which generally prevails. He was very affable, and mingled in common conversation with the young.

**Samuel Breck, in his *Recollections*, recalls:**

There was a luxury in the kitchen, table, parlour and street equipage of Mr. and Mrs. Morris that was to be found nowhere else in America. Bingham's was more gaudy, but less comfortable. It was pure and unalloyed which the Morrises sought to place before their friends, without the abatements that so frequently accompany the displays of fashionable life. No badly cooked or cold dinners at their table; no pinched fires upon their hearths; no paucity of waiters; no awkward loons in their drawing-rooms.

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\* Travels in North America in the years 1780-81-82, by the Marquis de Chastellux, translated from the French by an English gentleman, who resided in America at that period. With notes by the translator.



remote little brick courthouse, there to ascertain if the title is a continuous chain from the original owner—Robert Morris.

February 20, 1795, Morris, Nicholson and Greenleaf formed the celebrated North American Land Company. The number of shares was thirty thousand and the capital three million dollars. The three promoters conveyed land to the company at fifty cents an acre. The land was located in Pennsylvania, Virginia, North Carolina, South Carolina, Georgia and Kentucky, six million acres in all, and two million of which in Georgia. Morris was the President of the Board of Managers.

Although but half a dollar an acre was the consideration paid by the company and that in its stock the alluring prospectus valued it at £100 an acre and assured the reader:

The proprietor of back lands gives himself no other trouble about them than to pay the taxes, which are inconsiderable. As Nature left them, so will they lie till circumstances give them value. The proprietor is then sought out by the settler who has chanced to pitch upon them, or who has made any improvement thereon, and receives from him a price which fully repays his original advance, with great interest.

What a fallacy! It is the reverse. The taxes are onerous. The settler never pays anything or seeks anybody. He assumes squatter's sovereignty, and maintains it peaceably if he can, forcibly, if he must, but maintains it.

George Washington Parke Custis is the authority that Morris requested Washington to go into the North American Land Company; that Washington not only refused but remonstrated with him for heavily speculating at his age—three score. Morris replied: "I can never do things in the small; I must be either a man or a mouse."

Mr. Morris had of his own volition yielded his residence to President Washington and taken that of a tory refugee, Galloway, most conspicuous in the ante-revolutionary days. In 1795, Morris purchased the square within the bounds of Chestnut, Walnut, Seventh and Eighth streets.

Major Charles Pierre L'Enfant, so it is published, at the Financier's dinner of state suggested a great house. His suggestion was rewarded by an engagement to devise the structure and supervise the construction. The Major was a man of big ideas. What others saw in ordinary vision, he did through a magnifying glass. Morris was on the tongue of everybody—his political preferment, his speculative success. The Major



[Redacted area]



## GREENLEAF.

“**K**ING” they titled him. If greatness of project, boldness of execution and steadfastness in tribulation are the attributes of kingship, Greenleaf was indeed a king. In the annals of the city of Washington James Greenleaf in scheme and speculation is first and foremost, in litigation the most persistent. In his land ventures he invested more than his genius; and he did contribute, generously, opportunity or the material from which the Supreme Court of a young republic fixed the foundation and formed the framework in the structure of its jurisprudence.

Of Huguenot origin is the Greenleaf family, and its name is a translation of the French *Feuillevert*.

Edmund Greenleaf is the common ancestor. He settled in Newbury, Massachusetts, in 1635.

William Greenleaf was born January 10, 1735, and married Mary Brown of Plymouth; was bred a merchant and resided many years in Boston. He was an ardent Whig and active in the Revolution; and, of the committee secretly selected at town meeting in Boston, November 2, 1772, to advise and devise with other colonies by correspondence measures for mutual pursuance. The committee oftentimes convened at his house. It was a hazardous part, exposing to treachery within and attack without, and each signed a bond in most solemn phrase never in emergency even unto death to betray constituent or cause.

He was appointed High Sheriff of Suffolk county, including Boston, by the Governor and Council, October 31, 1775. His shrievalty ceased December 14, 1780. Monday, July 15, 1776, a committee of the Council was appointed to consider in “what way, manner and form the declaration of the honorable Continental Congress should be made public.” The committee

The Major was a creditor for his services although he presented no account; and Morris, 1800, writes :

Various circumstances render me little solicitous on the score of his services, but he lent me thirteen shares of bank stock disinterestedly, and on this point I feel the greatest anxiety that he should get the same number of shares with the dividends, for want of which he has suffered great distress.

The Syracusan friends and their fidelity to friendship is a tradition or a type of unselfish devotion. The friendship of these brother Americans, Morris and Nicholson, is as real as rare. The gradual culture of their reciprocity through the ups and downs of business alliance had its fruition in adversity. Theirs was not

A shade that follows wealth or fame,  
And leaves the wretch to weep,

it was as firm as the rocks of Gibralter. Nicholson's action in sending all his available money to Morris on his commitment to prison and that of Morris in making prompt return of it, excites admiration for their devotion and sympathy for their calamities.

To illustrate the affectionate relation I will quote from Mr. Morris's letters, sentences few, comparatively speaking, for great is the number of letters extant. When Mr. Nicholson made his prolonged stay in the city of Washington, Mr. Morris daily wrote—come, come, yet stay if the exigencies there require and I here will parry the creditors' attacks. Mr. Morris frequently dubs Mr. Nicholson "the great lawyer" in playful sarcasm of pretention to legal knowledge. With September, 1797, the letters are from the "Hills,"\* his citadel where he fortified himself from the "cormorants" who would torment his soul and from the "myrmidons" of the law who would murder his liberty.

1795.

January 1. I very sincerely wish that the opening of a New Year 1795 may be more propitious to your views & wishes than the close of 1794 hath been, and to begin it well, I tell you in answer to your note of yesterday that I will most cheerfully give my name upon the notes you mention and to any others necessary to relieve you from the present situation.

1796.

August 29. We must work like *Men* to clear away these cursed Incumbrances & satisfy the Cormorants.

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\* Reproduced. The Historic Mansions and Buildings of Philadelphia.—*Westcott*, p. 368.

**November 20.** For he telleth stories against John the manufacturer, who undertaketh to build Houses and leaveth them unbuilt, even altho' he hath promised to raise them unto the third story & put a roof thereon—Still they do not rise above the Surface of the Earth but various and numerous are the Tales and Traditions against not only John but Robert—Know thou these men. Adieu, may truth prevail, & Robert & John obtain the voice of impartial Justice ought to bestow.

**November 22.** We must depend on ourselves, put the World at defiance and set ourselves on the Front Seat of the Worlds amphitheatre \* \* \* May the Father of the universe receive you into the Holy Tabernacle after you can bid adieu to this Terrestrial Globe, free from the reproaches of your own Conscience or of your fellow man.

**December 4.** I find a number of your notes are coming in for Payment, and of course go to the Fraternity of "Notarius Publicus," and as the Supreme Court is now sitting, honorable mention will be made of our names.

1797.

- January** 1. I do most devoutly pray that the present may prove more propitious to you and me than the last year did, and I am sure there are few if any mortals in this World that stand more in need of fortunes favors—We must therefore throw ourselves in the way and by Exertions conciliate her good will.
- August** 31. I have felt as melancholy as a *Gib Cat* ever since you went and the news Papers lie here unread and untouched. \* \* \* I rejoiced when I found you had got Safe to Castle Defence.
- September 13.** Your letter No. 8 of yesterday is written with more animation & Spirit than the others. Oh what a charming delightful thing is a gleam of hope, how it clears the Soul & drives away that friend of Hell, despair.
- September 18.** You are a great Lawyer & therefore I put a question? Can the Sheriff upon the rejection of the special bail legally make forcible entry into the Defendant's castle, or has the Defendant a right to Shoot & consider well before you answer, and if necessary you can take the opinion of other counsel, which even if *less able* may be usefull, as perhaps the opinions to be given may tend to the preservation of the *Body* and the *Soul* will take care of itself.
- September 27.** You need not fear that I should suspect you were going to quit writing to me. I shall not suspect that to happen until you quit your existence or until I do, and I think even then, if there was an *Office* door under which the letters would be thrust I would not rest in quiet on the other side of the River Styx.
- September 30.** If our afflictions are as heavy & follow as quick as those of Job we must follow him & bear them with patience & resignation this I can do perfectly as to myself but when I think of my family my Soul is wrung to the quick here I must Stop this Subject comes home to my feelings which are too Strong to proceed and I lay down the pen.

- October      3. Good Morning to you, my good friend, What is the matter is your ink out, Quills exhausted, or paper quite done, excuse those questions they arise out of circumstance of my not having heard from you all day.
- October      4. Your note of this day just received tells me that you posseſs your liberty, that is the liberty of locking up yourself.
- October      25. While I am writing I receive your further notes of today—numbers 7, 8 and 9. I wish to God these notes would take up those which bear promise of payments. They are numerous already, but if they would answer the other purpose, you would want more copying-presses and half a dozen paper-mills. \* \* \*
- To number 9 I answer that they will have done advertising and selling our property after it is all sold and gone. Two hundred thousand acres of my land in North Carolina, which cost me \$27,000, are sold for one year's taxes. By Heaven, there is no bearing with these things! I believe I shall go mad. Every day brings forward scenes and troubles almost insupportable, and they seem to be accumulating, so that they will like a torrent carry everything before them. God help us! for men will not. We are abandoned by all but those who want to get from us all we yet hold.
- November    1. Your several favours of this day (if distressing Billets can be called favours) No 1 to 6 were brought out. \* \* \* I have sworn to let no body inside my House and not to go outside of the walls myself. If I see them it is out of a window, I being upstairs and they down. When I snuff the open air it is on the top. \* \* \* *Suits* again, a curse on all *suits* say I. If they were good comfortable Winter Suits one might dispose of them, the more the better; but these damned suits wherein a Lawyer is the Taylor are neither good for man, Woman, Child or Beast.
- November    15. I am as sensible as you are how carefull we should be of preserving the liberty to imprison ourselves, but some risque we must run if necessary to see each other.
- November    20. I hope in the mean time that your apprehensions of what was to happen today are not realized, but that on the contrary your dwelling is as quiet and peaceable as Castle Defiance, where no attack has been made except by the North Wester & the Frost this Cold Morning.
- December    11. For my part I begin to think the best way to get clear of the whole Host of them is to submit and take up quarters in Pruen Street at once, nothing *there* can be worse than this continual harassment & torment which we or least *I* now suffer.
- December    12. I fear my good friend it will be long before we sit down under our own Vines and Fig trees, altho' it may not be long before we get among the Pruens.
- December    14. But you must not go to Pruen street. Parry the present difficulties, and fortune will smile hereafter, but if the key is once turned on you by the hand under any authority but your own God only knows when that door shall be opened to you; per-

haps never, until you shall be insensible to the affairs of the world.

December 17. The peace of your family & all future happiness depend so much on the enjoyment of the small degree of liberty which you now have, that I am agitated to the last degree in waiting to know the result of your attempts, may the Great Ruler of the Universe order & dispose events in your favour as well as in favour of those that depend upon your exertion & mine.

December 21. Good heavens what Vultures Men are in regard to each other. I never in the days of prosperity took advantage of any persons distresses and I suppose what I now experience is to serve as a lesson where to see the folly of humane and generous conduct.

1798.

January 1. I reciprocate all your good wishes upon the coming in of this New Year, but it enters with a gloomy shade over our affairs that does not auger well.

January 11. Confidence has furled her banners, which no longer wave over the heads of M. and N.

January 25. As you are a *Great* & sometimes a good Lawyer I ask you to consider the subject well and give me your advice but I fear all the common Lawyers are against us.

January 31. My mind is so much disturbed about going to Prison that I do not get along with business, indeed I hardly think it worth while any longer to submit to the drudgery of it, for if I am once locked up by any body but myself I shall consider my ruin as sealed, and if so, why should I any longer submit to the racks & tortures occasioned by the importunities and insatiable avarice of Creditors that I never knew or dealt with, I will not do it, but if I keep my present position my exertions shall be continued to make the most of my affairs in the hope of paying everything and of having a suitable surplus for the benefit of my family.

February 5. I got safe here and found it the only place of calmness and quiet my foot was in all yesterday, it has made me more averse to the City than ever and I detest Pruen Street more than ever, therefore keep me from it if possible my Dr friend.

February 5. If writing notes could relieve me you would do it sooner than any man in the world, but all you have said in these now before me, No 5 to 9 inclusive amount when summed up to *nothing*. My money is gone my furniture is to be sold, I am to go to prison & my family to starve—good night.

February 8. Altho' I am expecting to hear what kind of reception and answers your circular letter has met with, I cannot say that I have conceived the smallest degree of hope from that measure, on the contrary I consider my fate as fixed, hard and cruel it is. The punishment of my imprudence in the use of my name and loss of credit is perhaps what I deserve, but it is nevertheless severe on my family and on their account I feel it most tormentingly, on their account I would do any thing to avert what I foresee must

- happen next Week, except an act that would still affect them more deeply—I will try to see you before I go to Prison and in the mean time I remain your distressed friend.
- February 15. I am here in custody of a Sheriffs officer in my own house Charles Eddy is the most hardened Villian God ever made. I believe that if I had had bank notes at the Hills to the amount of his brothers bail for me he would not have taken them, not being a legal tender, he was positively determined to carry me to Pruen Street last night but the Sheriff humanely relieved me from his rascally clutches. As I believe you want money as much, if not more than I do at this moment I return the forty dollars received in your note of this day, with thanks for the kind intention.
- February 16. Morris went to prison.
- February 20. My confinement has so far been attended with disagreeable and uncomfortable circumstances, for having no particular place allotted for me, I feel myself an intruder in every place into which I go. I sleep in another persons bed, I occupy other peoples rooms, and if I attempt to sit down to write it is at the interruption and inconvenience of some one who has acquired a prior right thereto.\*
- May 15. I get frightened as I go through my memorandums at the number and amount of our notes. Then I leave off the work and lay the papers aside, not for them to cool, but that my mind may do it. I received your letter of yesterday, by which I see the prison scene has made its impression on your mind. You must come every Sunday; and it will grow so familiar that you will think little of it so long as you keep out on week days.
- 1799.
- January 30. I am looking forward with fear and trembling to the 18th day of February, when another quarter's rent will be due and must be paid or my sponsor will be called upon, and that would be worse than to be turned into the street.

During his imprisonment, probably in 1800, he relieved the monotony by writing something explanatory of his enterprises and stating his open accounts. The document in two parts was published as an exhibit in litigation. The explanation exhibits a heedlessness and recklessness in buying, mortgaging and disposing beyond belief; and it discloses he became lost to a knowledge of his transactions and to the extent of his liabilities.

This examinant thinks that he could in this place detail circumstances in exten-  
tion of his own conduct that might tend to protect him in some degree against  
the charges of rashness and imprudence which, with appearance of justice, hath  
been imputed to these speculations; but as recrimination would be no use, and

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\* Mr. Morris similarly writes to Mr. Fitzsimons:  
I feel like an intruder every where; sleeping in other people's beds and sitting in other people's rooms. I am writing on other people's paper with other people's ink,—the pen is my own; that and the clothes I wear are all I claim as mine here.

as all the parties have suffered the severest penalties that opinion and law could inflict, he must continue, as he hitherto hath done, to submit to his fate, and meet it with that fortitude which is supported by consciousness that he neither intended evil to himself or to any creditor or other person whatever, that any one should lose or suffer by operations in which he had a concern is to him a most distressing and mortifying circumstance.

To me nothing in the memoirs of Morris is more pathetic than the mention in the schedule of scanty supplies, for furniture he had none, of some wine belonging to his daughter in the care of his wife.

There is some bottled wine which I do not consider as mine, but I choose to mention it that I may avoid suspicion or reproach. This wine is what remained in a quarter cask which I gave to my daughter Maria at the same time that I gave one to her sister some years ago, destined to be used on a particular occasion. The cask leaked, and the remainder was bottled.

In the bankruptcy proceedings debts were proven to the amount of three million dollars (\$2,948,711.11). Very likely the smaller proportion of the actual indebtedness as no assets were visible. Mr. Morris was "restored to home and family" August 26, 1801. The prison period is three years, six months and ten days.

Morris was a martyr. His privation of liberty tended to the liberties of unfortunate thousands. His imprisonment has been charged to the ingratitude of the republic. Only one course was there to save him and that public subscription. His debts were three millions sure and perhaps millions more. A great sum now and many fold greater then. The tax was too severe for public generosity. However public beholdment to The Financier of the American Revolution aroused attention to the inhumane institution and the Debtor's Prison ceased to be.

Mrs. Morris through the assistance of Gouverneur Morris was enabled to secure from the Holland company an annuity for an unreleased dower of fifteen hundred dollars. She provided therewith a home on Twelfth street between Chestnut and Market. Here Morris passed his declining years. In his days of dire distress he struggled to retain certain greatly prized tokens and with what success or ill-success he tells in the solemnity of a testamentary writing—an appendix hereto. He is buried beneath Christ Church on Second street. A tablet reads: "The family Vault of William White and Robert Morris. The latter, who was Financier during the Revolution, died the 8th of May, 1806, aged 73 years."





JOHN NICHOLSON





## NICHOLSON.

**B**IOGRAPHICAL items are meagre. In early years of manhood Nicholson was busied in important activities. His was a strenuous life. I presume he was a native of the province of Pennsylvania and his advent had the advantage of affluent environment.

The change from province to commonwealth, dependence to independence, the war exaction and the currency depreciation of this evolutionary and revolutionary period caused chaotic condition in the affairs, financial and otherwise. In 1780 a system of account and an office of comptroller-general was established. John Nicholson first served\* in this capacity "for the time being" and from 1785 on a fixed tenure of seven years. The scope of office was "to keep fair, distinct and clear accounts of all revenues and expenditures of the Commonwealth of every kind and nature;" to collect debts except taxes; to settle with soldiers; and to issue interest bearing negotiable certificates. The authority of the comptroller-general was executive and judicial subject to appeal to the Supreme Court.† Under the manipulation of Nicholson, the knotty skein of tangled finance was gradually unraveled. He financed the finances with skill. He disbursed an excess of twenty-seven millions of the public funds.

Federalist and republican had patriotic principle alike; and toward each other a cordial dislike. Partisanship in the republic's formative period was intensely acrimonious, more so, than at any subsequent.

Fair is foul, and foul is fair

was a motto not inscribed on banner yet appropriately might have been. Party spirit incited malevolence and a malevolent

\* Mr. Nicholson's service began 1782 according to Day's Pennsylvania Historical Collections.

† Pennsylvania, Province and State.—*Albert S. Bolles.*

feature was rude caricature. He of horns and hoofs and tail and the Financier were pictured in company; the former beckoning and calling "Come this way, Bobby." The City of Brotherly Love was the cauldron wherein seethed with fiercest heat the political rancors. And this is prefatory to the assertion an efficient official might be charged and censured and still be guiltless. Nicholson was accused in the House of Representatives and an impeachment trial ensued. A summary is in Jacob Hiltzheimer's Diary. It began February 26, 1794. Four Philadelphia lawyers represented the House and four the Comptroller-General. April 11, the Senate (the jury) gave favorable decision to Nicholson and thereupon to escape further political persecution he retired from office.

It is stated, unauthentically, that Nicholson was of the first board of direction of the Bank of North America organized, November 1, 1781, mainly through the means of Morris.

Transactions in Nicholson's private right are of amazing magnitude. At the time of his public service he owned in the Commonwealth of Pennsylvania three million seven hundred thousand acres. In a report, 1806, to the Commonwealth it is alleged by a brother of Nicholson that he had indisputable title to one-seventh of its surface. Other possessions in the States were of enormous extent. After official retirement he became besides speculator, a manufacturer.

To provide for engagements incurred in the Pennsylvania land purchases he organized joint stock concerns to which he conveyed considerable of his holdings. Of this class are the conveyances of March 17 and 18, 1797, to the Pennsylvania Land Company.

The business association with Morris dates 1793. Upon Greenleaf's retirement from the Federal City enterprise and consequent relinquishment of the active management, Nicholson with Cranch for Morris succeeded thereto. When Mr. Nicholson had assistance at Washington it was that of Lewis Deblois, a resident merchant.

Mr. Nicholson was alert and aggressive. He mastered the details of all the operations at Washington notwithstanding his ramified interests elsewhere and neglected nothing. He sought those who had money to invest in lots and improvements and consummated the contracts; he found those who had cash to loan and persuaded an exchange for his paper;

he looked well to the division lines and insisted on every square foot undoubtedly his or doubtfully his. And when the Commissioners' ideas did not conform to his he wrote in a straight style comporting with his characteristic vim and vigor.

One of Mr. Nicholson's characteristics can be guessed and needs not the confirmation of Mr. Morris, February 9, 1797:

I know that you are never idle, it is not in your nature or habits to be so, but I think you are too often employed in doing what ought to be done by others, correct this error and you will accomplish more real business in a short time than any other man living.

At the corner of Seventh and Race streets in Philadelphia, Mr. Nicholson lived in affluent style and subscribed to the projects that conduced to the pleasure and pride of the Quaker City.

Mr. Nicholson's handwriting was plain, straight up and down—vertical. And he did write—write—write. The river of his thought flowed on easily, ceaselessly. To Mr. Morris when at the Hills, "Castle Defiance," self-immured to escape the attentions of creditors, Mr. Nicholson, likewise so disposed in his city mansion, "Castle Defense," sent by messenger daily, his letters numbered 1 to 6 and sometimes 1 to 11. With Mr. Morris it was to

Read o'er this:

And after, this:

and this, and this. On one occasion to letter No. 9 he writes:

I wish to God these notes would take up those which bear promises of payments

and makes allusion to copying presses and paper mills. Yet Mr. Morris waited longingly for the messenger with Mr. Nicholson's budget. From the one side of the epistolary dialogue accessible sometimes the other can be surmised. Nicholson writes a word badly; Morris suggests the necessity of the devil's decipherment. What Nicholson then replies is suggested by Morris's words, March 5, 1798:

In No. 3 you say "that I shall see you are a great *scrivener*" had you said a great scribbler I should have said *Ay* at once.

The abrupt cessation of Mr. Nicholson's letters had its cause. The necessity was obviated. Mr. Nicholson came to

stay with Mr. Morris, for, he, too, was a prisoner for debt. In "Prune Street" he to gain for his own and his daily bread turned his facility and published a paper with a truth and jest at the top—*The Supporter or Daily Repast*. Surely it served up a feast, spicy and sumptuous, to satisfy the most exacting. The journalistic enterprise survived until the editor's death in the debtor's apartment, the 5th day of December, 1800. This circumstance seems to discredit the representation he died insane.

Prophetic were the words of Mr. Morris:

But if the key is once turned on you by the hand under any authority but your own God only knows when that door shall be opened to you; perhaps never, until you shall be insensible to the affairs of the world.

The bankrupt law of April 4, 1800, was effective July 1st, that year, and these brother unfortunates could have promptly availed themselves of it yet neither for some cause, not apparent, seemed disposed to act with promptitude. Mr. Nicholson's debts are said to have totalled twelve million dollars. Multiply for the relative value of money, then and now, and exclaim!

Mr. Morris writes :

John Nicholson, deceased. A heavy balance will be found due to me on the accounts depending between this my fellow-sufferer and myself, probably upward of \$600,000 specie, when all entries are made that the transactions require. With the purest intentions, he unfortunately laid a train that ended as it hath done. I here say he laid the train, because there are living witnesses that I opposed as soon as I knew it, although from infatuation, madness or weakness, I gave away afterward.

It would be a mistaken inference to take this large sum as money advanced. It includes land purchases with one hundred per cent. profit.

The absence of Nicholson's masterly manipulation, the condition of his affairs, and the growth and spread of population resulted in endless confusion and litigation. Tracts, throughout the thirty-nine counties, for unsettled land warrants and other accounts in liquidation reverted to the Commonwealth and by it were re-sold. Pre-existent claims to that of the Commonwealth had the effect of creating uncertain titles. "Nicholson Courts," special courts, to afford relief from embarrassment of title, have been authorized by legislative enactment and these have been re-opened time after time. So it is said,

in more recent years the Nicholsons have appeared and presented sweeping claims to about all to which there is a grant that bears an impress of their ancestral name. The annalist exclaims :\*

Thus, at the end of forty years, does the all-grasping cupidity of one man disturb the peace and welfare of whole communities.

The annalist's indignation is hardly founded on a just conception. Nicholson's investments were legitimate and proper and the complications which followed were not suspected or foreseen. And, if true, that Nicholson's descendants do seek that which seems rightfully theirs it is reasonable and not condemnable. The annalist himself stands accused of writing besides truth—tattle.

Not all speak ill of Mr. Nicholson :

DR. BENJAMIN RUSH TO JOHN NICHOLSON.

DEAR SIR,

Nothing could be more opportune than your kind offer to the poor Africans. They had nearly despaired of being able to complete their church. The person who once offered to lend them money was Col. Cox. Finding that you anticipated him in that benevolent act, he followed your kindness by bequeathing to them one hundred pounds. From their numbers, their increasing prosperity, and their punctuality in all their engagements, I have no doubt but your interest will be paid to a day every quarter. The lot and building amply secure the principal. In all my intercourse with the blacks, I have found them affectionate and grateful. You will find them more so,—for you have greater demands than I have ever had, upon their gratitude and affections. I find they have allotted a pew for each of us, on different sides of the pulpit of their church. On Saturday next they purpose to raise their roof, after which they are to have a dinner under a tree at a private house in the Neck, about a mile from town, I hope I shall have the pleasure of meeting you there, for they intend to invite you with two or three more of their white benefactors. I wish to suggest to you an idea of offering 10,000, or more acres for sale on moderate terms, and on a credit for a few years, to *Africans only* who have been brought up as farmers. The attraction of color and country is such that I think the offer would succeed, and thereby a *precedent* be established for colonizing in time, all the Africans.

Adieu—my dear friend—May Heaven prosper you in all your great and extensive pursuits, and may you long continue to enjoy the highest and only rational pleasure that wealth can confer—I mean the luxury of doing good. .

From yours

Sincerely

BENJ'N RUSH.

August 12th 1793

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\* Watson's Annals of Philadelphia.

*Poulson's American Daily Advertiser*, Monday, December 8, 1800.

DIED, on Friday last, John Nicholson, esquire, formerly Comptroller General of this state, and lately editor of a newspaper, emphatically stiled "*The Supporter, or Daily Report*," in allusion to his, then, situation and circumstances. This gentleman by the attention of his parents had received in his youth a liberal education, was trained in the paths of piety, industry, and application to business; nature had bestowed talents, and he acquired by practice a facility in adjusting and settling the most intricate affairs with dispatch unequalled. Fortune smiled on his industry for a time and he acquired wealth; *wealth* afforded the opportunity (which he embraced) to gratify the qualities and propensities of his mind; generous without ostentation his donations altho' numerous were little known to any but the immediate objects of them; sympathy for the distressed led him to visit the sick and necessitous within his circle, and upon every such occasion he administered the aid or comfort which the case required, insomuch that by the indigent he was called the father of his neighborhood. Modest, unassuming and good tempered, he was a kind and affectionate husband and parent, a sincere friend and useful citizen. Without being stimulated to avarice or ambition, he became too ardent (from habit) to the pursuit of wealth, and as many have done before by outstepping the bounds prescribed by prudence, he lost a fortune that ought to have contented him. He bore the reverse with fortitude, and had it been his fate to continue in this world, there is little room to doubt, that industry like his, aided by past experience would have repaired the ravages of misfortune. A short sickness has snatched him from all possibility of exertion, leaving an amiable and affectionate wife with eight infant children, (unaccustomed until of late to know any ungratified wants) to struggle with the difficulties of their situation.—May the author of all good, continue them in his holy protection and shed his divine influence in the minds of their fellow citizens so as to dispose of them to administer to their relief and comfort.

*A Friend of the Deceased.*

A lineal descendant of Nicholson says she is credibly advised that he was only in his twenty-second year when honored with the comptrollership; if correctly, he was but forty at time of decease. I approximate his years at two score; he may have been slightly more advanced. Morris mentions many times the lease of life that Nicholson has in which to rebuild his fortune.

"You are young enough to bury the Acorn and see the Tree grow up again."

It is sad that a life of such executive efficiency and variant utility should so soon be closed, though freed from the corporeal prison for the better state.

The picture of Mr. Nicholson is a reproduction of a painting by Charles Wilson Peale and is presented through the courtesy of Mrs. M. Nicholson Collins of New Orleans, La.



WILLIAM CRANCH





## CRANCH.

**W**HEN the Cranch family finds the link that must needs be had to make a chain complete that master of the brush, Lucas Cranach, will be at one end of it.

Richard Cranch, the father of William, in his twentieth year, 1746, emigrated to America. He was a watchmaker at Braintree, Massachusetts. By dint of incessant study he became learned; and was degreed, 1780, A. M. by Harvard College. He was postmaster, representative in the General Court, Senator of the Commonwealth and Judge of the Court of Common Pleas. President John Adams esteems "the friend of my youth as well as of my riper years," extols the student of "divinity, and Jewish and Christian antiquities," and exalts his "mathematical, metaphysical, mechanical, systematical head." Mr. Cranch married, 1826, Mary, daughter of Rev. William Smith of Weymouth. She was the sister of Abigail, wife of John Adams, and akin to her in virtues.

William Cranch was born July 17, 1769, in Weymouth. His youth was in the epoch-making days, the days of the minute-men, the days of Paul Revere and the crude-armed heroes of Lexington and Bunker Hill. His chance it was daily to hear appeal to patriots and defiance to despots. The clash he did

Hear it in that battle peal!  
Read it on yon bristling steel!

And in after-years from the bench did announce "this is the day of the year I heard the guns at Bunker Hill."

The Cranch and Greenleaf families were more than neighborly and at years of man's estate and bloom of womanhood, William Cranch married James Greenleaf's sister Nancy, and Greenleaf's brother, John, married Cranch's sister, Lucy.

Master Cranch's mother at home superintended his preliminary instruction; and his uncle, Rev. William Shaw, of

Haverhill, the preparatory, for college. At fifteen he was a freshman at Harvard with John Quincy Adams as classmate. Application to study in the collegiate course corresponds with that in other years in the discharge of duty. He graduated with honors, 1787. The same year he studied law in Boston under Hon. Thomas Dawes, with whom he lived. While a student of Mr. Dawes, apropos to bar associations, Mr. Adams, then Vice-President, to him, writes:

NEW YORK, March 14, 1790.

DEAR SIR,—Your favors of December 15, January 24, and February 17, are before me, and I thank you for your attention, and hope for a continuance of it, though I am not a punctual correspondent to you.

To the original of the bar meetings I was a witness, as I was to their excellent effects in the progress of them. They introduced a candor and liberality in the practice at the bar, that were never before known in the Massachusetts. Mr. Gardner's master, Mr. Pratt, was so sensible of their utility that when we took leave of him at Dedham, his last words to us were, "*Brethren, forsake not the assembling of yourselves together.*"

My advice to you, and all the young gentlemen coming up, as well as those now on the stage, is, never to suffer such meetings to go into disuse, let who will clamor about them: for as I know the body of the law will never consent to any illegal or dishonorable combinations, so on the other hand their deliberations together, on what is for the honor and dignity of the bar and for the public good, as far as their practice is connected with it, cannot but produce benign effects.

What? is it unlawful for the gentlemen of the profession to spend an evening together once a week? to converse upon law, and upon their practice; to hear complaints of unkind, unfair, and ungentlemanlike practice; to compose differences; to agree that they will not introduce ignorant, illiterate, or ill-bred or unprincipled students or candidates? that they will not practice any kind of chicanery, or take unmanly disadvantages of one another, to the injury of clients for accidental or inadvertent slips in pleading or otherwise? On what unhappy times are we fallen, if that profession without which the laws can never be maintained nor liberty exist, is to be treated in this tyrannical manner?

But I must stop.—Ask my son if he has received two letters from me, I am  
With much esteem and affection, yours,

JOHN ADAMS.

Mr. William Cranch, at Judge Dawes's, Boston.

Mr. Cranch was admitted in his twenty-first year, 1790, to the Court of Common Pleas, and 1793, to the Supreme Court. He began practice at Braintree. Upon the decease of a relative, John Thatcher, a lawyer, at Haverhill, he moved there and assumed the unfinished business. His practice was in Essex county, Massachusetts, whereof he was justice of the

peace, appointed April, 1794, and in the considerable towns, as Exeter and Portsmouth, of New Hampshire.

Mr. Greenleaf deputed his relative, Dr. Nathaniel Walker Appleton of Boston, to supervise the syndicate affairs at Washington. He was in the city, July, 1794, and received ample authorization, September 9, 1794, for three years; because of ill health it became imperative immediately to retire and return. He was a graduate of Harvard, a doctor of medicine and the husband of Greenleaf's sister, Sarah. The unseasonable end of life before full fruition grieved the community of which he was a respected constituent. Born, June 14, 1755; died, 1795.

Mr. Greenleaf, always disposed to select relatives for his trusts, turned then to Mr. Cranch and offered the law agency of the Morris, Nicholson and Greenleaf affairs at Washington at a salary of one thousand dollars. Mr. Cranch accepted; and *en route* conferred with Mr. Greenleaf at New York and became apprized the business was more extensive than he had apprehended. A new contract between Greenleaf and Cranch as to pay and privilege was made and a power, general in scope, was drawn and dated November 18, 1794. Mr. Cranch at this time writes:

I am to take charge of all the immense negotiations of Mr. G., control all the cash, pass all accounts, oversee the bookkeepers etc.

The new contract allowed fifteen hundred dollars, travelling expenses and several horses.

Mr. Cranch, except the contents of a trunk he brought with him, lost all his belongings—books, papers and clothes—sent by water. These were consumed by lime, part cargo of the vessel wrecked in the Chesapeake Bay, which catastrophe is adverted to in Mr. Lear's letter. Mr. Greenleaf generously offered to sustain the loss and besides to make a loan payable at convenience without charge.

Thus Mr. Cranch was thrust at an early age, twenty-five, into a sphere of activity, requiring the exercise of discreet diplomacy, keen acumen and critical discrimination. And naught there is more remarkable in a remarkable life than that in this period of speculative riot, although the principals drew swords for each other, they all confided in their adviser and attorney.

John Adams from Philadelphia, December 10, 1794, to Charles Carroll of Carrollton, writes:

The bearer of this letter William Cranch, is a nephew of mine, and to me very much like one of my sons, and I should therefore think myself, in a sort, wanting in parental affection if I suffered him to go to Annapolis, without a letter of introduction to you. He is destined to settle at least for some years in the Federal city, to the prosperity of which his education, talents, application, and virtues may make him very useful. Permit me to solicit your patronage in his favor in proportion to his merits.

William Cranch and Ann (Nancy) Greenleaf married April 6, 1795, in Boston. And, May 29th the bride and groom or "he and his family" arrived at their permanent home. During his bachelorhood he boarded with Mr. Notley Young at the manor-house on the Potomac bluffs. That the newly wedded a year later set up housekeeping independently appears from Mr. Cranch's advertisement for a domestic with the qualifications of industry and sobriety. The same summer he rented from Mr. Greenleaf a tract across the Eastern Branch on the road from the ancient lower ferry to Upper Marlboro "to dress it and to keep" after the example of the first man. Here he devoted his leisure time in developing the land, enjoying the fruit as the labor itself, for with his own hands he spud with the hoe and turned furrows with the plough.

Far from the world's tempestuous strife,  
Free 'mid the scented fields!

Here for the time was exemption from the wracking complications of the triune speculators, and from the clamors of their creditors.

In the early matrimonial period the young Cranchs' abode was transitory; their furniture was frequently on the wheels and before a degree of permanency was preserved, relics only must have remained of the original assortment. Apparently they resided in the city prior to residing in George-Town. About the year 1800, Mr. Cranch speaks of becoming a next door neighbor of Rev. Mr. McCormick who lived on B street south near First east, square 690. They were already living in the mansion, 468 N street, southwest, when, January 15, 1808, Mr. Greenleaf leased it to Mr. Cranch upon terms munificently liberal. The reciprocal helpfulness of Mr. Greenleaf and Mr. Cranch, brothers by marriage, throughout their joint days

cannot be stated too strongly. Afterwards they occupied the house "between the Marine Garrison and Eastern Branch bridge, and situated in square 1044;" the old frame dwelling facing Pennsylvania avenue remains to this day.

Mr. Cranch's engagement is explained in Mr. Morris's letter in reply to repeated request for increased salary. Although only in the employment of Mr. Morris, Mr. Nicholson's interests being generally identical and joint, he necessarily was of service to both.

WASHINGTON 11 Nov 1796

WILLM CRANCH ESQRE

SIR

After considering the Contents of your letter of the 9 Inst I think it incumbent on me to mention that it was not me that occasioned your removal to this City and to remind you that you became my agent in consequence of the purchase made by Mr Nicholson & myself of Mr Greenleaf, when the latter informed me that yr Salary was \$1500 & referred me to Mr Adams for your Character in order to induce me to continue your agency at that Salary—I applied accordingly to Mr Adams who gave me entire satisfaction and I immediately declared that I would pay the Salary for your Services altho' Mr Nicholson declined—You were then informed that I expected my son to settle here and to assume the management of my Business—I suppose under this State of things that Mr Greenleaf Mr Nicholson and myself are chargeable with your salary until I assumed it, and that I am accountable from that time to the present—You are certainly the best Judge of the value of your time and were I to confine my rule of judging to the Services hitherto required by my affairs in this place I should certainly say that nothing has occurred to recompense the Expence, however I discard that mode in the belief that if more important matters had offered you would have given your time and attention to them, consequently my cheerful acquiescence goes with the Salary agreed on—I have always supposed that Mr Greenleaf also made you an annual allowance for the services you continue to render in his affairs, but this is his and your affair—I must now tell you that I do not wish any mans Services without making adequate Compensation; that I have the most perfect Confidence in your Honor Integrity & Capacity and that my belief that you posseſſ these qualities induces me to desire your Continuance in this agency, I will agree therefore to an addition to your salary for the ensuing year say from the first of this months & instead of \$1500 I propose \$1800 & the Rent of the House you live in—Should this fall short of your Expectations tell me so freely for I would rather go further than leave you dissatisfied. \* \* \*

With great Esteem I am Sir

Yrs

ROBT. MORRIS.

The failure of Morris and Nicholson in 1797 stranded Mr. Cranch. He was in a quandary. Mr. Noah Webster, then editor of the Commercial Advertiser, New York, proposed the

publication by them of a daily paper for Boston and another, semi-weekly or weekly, for the country, and that Mr. Cranch be the editor for both. His friends discouraged the temptation to return to Boston with its ties and encouraged the pursuit of his profession. He abandoned the paper project and accepted the friends' advice, in which was the concurrence of his father, overruling the desire to have him by in the declining days.

**Mrs. Adams writes:**

If upon mature consideration of the subject, you should think it best to go into the practice of the law, your uncle desires me to tell you that he will lend you two hundred dollars to purchase you such books as you may be in immediate want of; that you shall take your own time to repay him.

**Mr. Morris, May 14, 1797, writes:**

My wish is to enable you to discharge all Engagements made by you on my account and to pay the Workmen, finish the Houses &c which I still expect to accomplish, and as you wish to prepare yourself for the Practice of the Law, send me a List of the Books you want, I will procure them for you on the best Terms I can and send them to you.

Mr. Morris did negotiate for the books upon the most favorable terms of credit. Not until November 23, 1799, did Mr. Morris direct Mr. Cranch surrender the keys to the trustees of the *aggregate fund*.

Endorsements for Mr. Morris compelled Mr. Cranch to relinquish, 1800, his property under insolvency proceedings or be subject to more severe consequences. Stringency of finance, dislike of the society and illness in family made the three years, 1797-1800, a gloomy period. Yet, serene and steadfast, he had some success in his practice.

In 1800, President Adams at the request of land owners appointed Mr. Cranch a Commissioner. The salary was sixteen hundred dollars.

**He writes:**

But how long the office will continue is uncertain. The only subject of regret which the circumstance suggests, is, that it will call forth the calumnies of malevolence upon the president. But it will be remembered that President Washington appointed Mrs. Washington's son-in-law (Dr. Stuart) to the same office,—so that a precedent is not wanting, without recurring to the authority of the patriotic McKean, who appointed his own son to the office of attorney-general of the State of Pennsylvania.

Under the Act of February 27, 1801, President Adams March 3, 1801, appointed Mr. Cranch, Assistant Judge of the Circuit

Court of the District of Columbia, who with William Kilty, Chief Judge, and James Marshall, brother of the Chief Justice, Assistant Judge, constituted the original court.

In 1805, Chief Judge Kilty was promoted to the chancellorship of Maryland; and February 4, that year, President Jefferson named Judge Cranch, Chief Judge, although he was a pronounced Federalist. The salary was twenty-seven hundred dollars. Congress specially imposed upon his office the final hearing of appeals from the Commissioner of Patents; and allowed extra compensation one hundred dollars.

In the winter of 1806–7 Judge Cranch was in antagonism with public opinion and the purposes of President Jefferson.

He to his father, February 2, 1807, writes:

The last week was entirely occupied about the arrest and commitment of Dr. Bollman and Mr. Swartwout upon the charge of treason against the United States. Never in my life have I been more anxious. You will see by the newspapers that I have dared to differ from my brothers on the bench. I have dared to set the law and the Constitution in opposition to the arm of executive power, supported by the popular clamor. I have dared to attempt to maintain principle at the expense of popularity. I have stood alone, determined to judge for myself, and to take counsel of no one. My own conduct has been the result of my own judgment only, unaided by a single conference, except with my brother judges. In my own mind I had no doubt whatever, that the Constitution did not justify a commitment upon such evidence; and although I felt that the public interest might be benefited by committing those gentlemen for trial, yet I could not consent to sacrifice the most important constitutional provision in favor of individual liberty, to reasons of State. I was not willing that the executive department should transfer to us its own proper responsibility.

Never before has this country, since the Revolution, witnessed so gross a violation of personal liberty, as to seize a man without any warrant or lawful authority whatever, and send him two thousand miles by water for his trial, out of the district or State in which the crime was committed;—and then for the first time to apply for a warrant to arrest him, grounded on written affidavits.

\* \* \* My reasons for my opinion as to the facts (although I did not state them, because I did not think I could state them with propriety in that stage of the prosecution) were these. Treason against the United States can consist *only* in levying war against *them*. There can be no treason without an overt act of levying war. There can be no overt act of levying war without an assemblage of men, either armed, or in very great numbers, and ready to do some treasonable act. \* \* \*

So anxious was the president to have this prosecution commenced, or, to use his own language, to deliver them up to the civil authority, that he came to the Capitol on the day of their arrival, and with his own hand delivered to the district attorney, Mr. Jones, the affidavits of General Wilkinson, and instructed the attorney to demand of the court a warrant for the arrest of Bollman and Swartwout on the charge of treason.—This was publicly confessed by Mr. Jones

in open court, upon being questioned by Judge Fitzhugh, by whose orders he made the motion.

When this circumstance is considered,—and the attempt made in the legislature to suspend the privilege of habeas corpus on the very day on which the motion was made for a warrant against Bollman and Swartwout,—when we reflect on the extraordinary exertions made by all under presidential influence to exaggerate Burr's conspiracy into a horrid rebellion, so that the administration may have the merit of quelling it without bloodshed,—when they have so far succeeded as to excite the public mind almost to frenzy in many parts of the country,—you may form some idea of the anxiety which has attended my dissent from the majority of the court.—But having no doubt as to my duty, I have never once thought of shrinking from my responsibility.

#### On the 21st of the same month, again:

It happened from a singular and unforeseen coincidence of strange circumstances, that I should be the first to resist the hand of arbitrary power, and to stem the torrent, which has at length yielded, and is now turning the other way. Bollman and Swartwout have been this day absolutely released by the Supreme Court from imprisonment on the charge of treason. Although I have not for a moment doubted the correctness of my opinion, yet it is a great source of satisfaction to find it confirmed by the highest judicial tribunal in the nation. I congratulate my country upon this triumph of reason and law over popular passion and injustice,—upon the final triumph of the civil over the military authority,—and of the practical principles of substantial *personal* liberty over the theoretical doctrine of philosophic civil liberty.

The first literary venture, of Judge Cranch is *An Examination of the President's (Adams) Reply to the New Haven Remonstrance with an Appendix*, 1801. Next, under the signature, *Lucius Junius Brutus*, eleven articles in the *Washington Federalist on the Independence of the Judiciary*, 1802.

In the *Intelligencer*, July 22, 1804, is the announcement of the first volume of the reports of the Supreme Court of the United States. The judge was the first regularly appointed reporter of the decisions of this court and the pioneer in the same direction in the District of Columbia. Of reportorial work, he in the preface to his first Supreme Court report, in part, says:

Much of that *uncertainty of the law*, which is so frequently and perhaps so justly the subject of complaint in this country may be attributed to the want of American reports. \* \* \* It is therefore much to be regretted that so few of the gentlemen of the bar have been willing to undertake the task of reporting.

In a government which is emphatically styled a government of laws, the least possible range ought to be left for the discretion of the Judge. Whatever tends to render the laws certain equally tends to limit that discretion; and per-

haps nothing conduces more to that object than the publication of reports. Every case decided is a check upon the judge. He cannot decide a similar case differently, without strong reasons, which, for his own justification, he will wish to make public. The avenues to corruption are thus obstructed, and the sources of litigation closed.

#### Cranch reports:

Reports of the Supreme Court of the United States; 1801-1815; 9 volumes.  
 Reports of Cases Civil and Criminal in the United States Circuit Court of the District of Columbia; 1801-1841; 6 volumes.

Judge Cranch with President Jefferson was a member of the first board of trustees of Public Schools which organized, August 5, 1805, in the Supreme Court chamber at the Capitol. He retained the trusteeship seven years. The school corner of G and Twelfth streets southeast fittingly commemorates his service by its name—Cranch Building.

Charges to Grand Jury at their request are published in the *Intelligencer*, February 6, 1809, and January 14, 1813.

Judge Cranch was of the original board of directors of the Bank of Washington, chosen September 15, 1809. He was a director in this institution until January, 1812.

The judge was in sympathy with the establishment of manufacturing enterprises. The Mayor, Robert Brent, June 5, 1808, called a meeting of citizens at Stelle's Hotel for the 21st to consider the expediency of a plan for encouraging domestic manufactures. Mr. Brent was chairman and John Law, secretary. Mr. Samuel H. Smith, editor of the *Intelligencer*, offered a series of resolutions, in part, declaring:

That it is the duty of all sections of the Union to encourage the establishment and extension of domestic manufactures; that the city of Washington, for various reasons, is eminently fitted for attaining manufacturing importance and that a plan should be reported to a subsequent meeting.

And, Samuel H. Smith, Cornelius Coningham, N. Cutting, George Blagden, Buller Cocke and Robert Brent were a committee to formulate a plan. At an adjourned meeting was submitted articles of association for the Columbia Manufacturing Company, scheme of capitalization and subscription, method of incorporation and government. Chairman Brent appointed nine commissioners to receive subscriptions, the three from Washington were William Cranch, William Brent and George Blagden. The company under the charter form-

ally organized and elected its first board of directors : Robert Brent (President), Nicholas King, Michael Nourse, William Cranch, Charles Jones, Samuel H. Smith, John P. Van Ness, Thomas Munroe and Joseph Huddleston. Its plant of the cotton industry was located at Greenleaf Point. I have written every name identified. All honor to these good citizens of the former days so mindful of the material needs of the people!

Another movement of similar import was made later on. Upon public notice a considerable number convened the evening of February 4, 1817, at Davis's Hotel. Gen. John P. Van Ness presided. To form a society it was resolved; and to draft a constitution this committee was appointed: James H. Blake, Commodore David Porter, Fernando Fairfax, Gen. Walter Smith and Hon. William Cranch. More than the expression of a praiseworthy purpose seems not to have been accomplished.

Judge Cranch was of the committee appointed at the preliminary meeting, March 5, 1811, to organize the Washington Library Company. At this time, the judge was president of the Benevolent Society of the City of Washington.

In 1811, the judge moved to Alexandria, Virginia. He had purchased, 1807, a farm of 246 acres in Alexandria county, one mile from the Washington Bridge, bounded by the Washington and George Town turnpikes. Having established himself in Alexandria, he set about to gratify his agricultural ambition. He united tillage and sheep-raising. His mania was the merino breed. His father in a postscript added a witticism of the elder Adams:

Your uncle, the late president, desired me to send his love to you, and hopes that your attention to your sheep will not take off your mind from the *wool-sack*.

The eighth anniversary of the Arlington Sheep Shearing occurred April 30, 1812. In that day were reporters too and this is a slight excerpt from the write-up :

The day was uncommonly mild for the season. The awning composed of the canvass which had so often sheltered the immortal founder of the liberties of his country, beautifully ornamented with festoons of Laurel and a striking likeness of the General suspended over the foot of the table, altogether inspired feelings of unutterable expression. Mr. Custis presided, supported by the hon. Judge Cranch as senior, assisted by Governor Lee and J. C. Herbert, Esq. of Alexandria, an old and intimate friend of the departed General. After dinner toasts were drank in excellent wine, the product of our native grape.

**Judge Cranch's was:**

The Arlington Sheep Shearing, many happy returns of this anniversary to its patriotic founder.

The judge received praise for his remarks but got no prize for ram or ewe.

As a tiller of the ground the judge experienced "the sweet employ" and "surest guard" to equilibrate the mental wear in solving legal conundrums; as a farmer of sheep, he encountered a diminution of pocketbook. He soon abandoned that diversion. He inserted an advertisement in the *Intelligencer* of a farm for sale (which must have become familiar to its readers) describing the charm of the view and the convenience of location. He finally did find an acceptance of his invitation to buy; and, with the proceeds, or a part thereof, secured a small farm on the outskirts of Alexandria where he spent the Summer seasons.

Congress, April 29, 1816, authorized the judges of the Circuit Court and the District Attorney to compile a code of laws for the District of Columbia. In this laborious work, Judge Cranch engaged without the others designated; and, November, 1818, reported to Congress the code. It was ordered to be printed; and that is all.

The event of that generation was the visit of General Lafayette to this country. All incident to the tour was chronicled with the completeness of present-day journalism. The unbounded hospitality to the nation's guest the first day of his stay at the Capital City, October 12, 1824, culminated by a banquet.

**General Lafayette gave the toast:**

The City of Washington: The central star of the constellation which enlightens the whole world.

**Chief Judge Cranch did double honor in two :**

Reason, Philosophy and Truth: The miners who are sapping the citadels of despotism.

George Washington Lafayette: May he long live to imitate the virtues of his father.

The period of residence in Alexandria, fifteen years, was marked by fatality; five children died, three of whom, adults. The judge returned to Washington in 1826 and resided at 217

Delaware avenue, northeast, until 1854 when he moved to the corner of D and Second streets where is now the Providence Hospital.

In the *Intelligencer* March 20, 1826, appears :

PROSPECTUS.

THE LAW DEPARTMENT OF THE COLUMBIAN COLLEGE,  
IN THE DISTRICT OF COLUMBIA.

\* \* \* \* \*

WM. CRANCH.

WM. THOS. CARROLL.

Washington City, March 9, 1826.

The administration of this department was under these two gentlemen. The latter was the clerk of the Supreme Court.

Judge Cranch upon his return to Washington became an active member of the Columbian Institute and December, 1826, was elected vice president. In the Capitol before the Institute, March 16, 1827, he presented a *Memoir of the Life, Character and Writings of John Adams* prepared at its request and published, 1827. His other memberships included the American Academy of Arts and Sciences and the Antiquarian Society.

Harvard University conferred upon him the degree LL. D., 1829.

At formation meetings Judge Cranch was honored; of the Apprentices' Library Association, April 24, 1828, director; of the Society for the Promotion of Temperance, July 21, 1828, president; of the auxiliary to the American Colonization Society, January 24, 1829, first vice president; of the Capitol Hill Seminary for Young Ladies, president.

The Washington National Monument Society was organized, October 31, 1833, and Judge Cranch chosen first vice president.

WASHINGTON, D. C. July 13<sup>th</sup> 1836\*

Mrs. D. T. MADISON

MADAM

The Washington National Monument Society has done me the honor of assigning to me the melancholy, yet grateful duty of communicating the enclosed resolutions, as a faint expression of their sympathy in your recent bereavement.

If your sorrows could be alleviated in proportion to the sympathy of others, they would be light indeed; for you may be assured that that sympathy is universal.

\*In autographic collection of Mr. James F. Hood.



RESIDENCE OF WILLIAM CRANCH  
217 DELAWARE AVENUE NORTHEAST



There was not a citizen of the United States, it is believed, who did not honor the illustrious deceased, while living, nor is there one who does not sincerely lament his death.

Such a life and such a death afford a consolation which can be surpassed only by the assurance that he has gone to receive his reward.

I beg you, Madam, to be assured, of my deep personal sympathy in your affliction, and of the perfect respect with which I am your obedt servt

W. CRANCH, 1st V. Pres<sup>t</sup> of  
the Wash<sup>n</sup> Nat<sup>l</sup> Monument Society.

Judge Cranch delivered an address at the annual meeting of the Washington temperance society, November 15, 1830, and repeated it to the Alexandria society, December 6; published 1831. His last publication is an opinion, June, 1851, on the alleged grievances of South Carolina which agitated secession.

Judge Cranch, July 10, 1850, administered the constitutional oath to Millard Fillmore in the House of Representatives as the successor of President Zachary Taylor who died the day previous.

With Mr. Cranch, John Quincy Adams advised about his political manifestoes. An index to all is the colloquy Mr. Adams indicates. The mild judge suggests to strike out here and tone down there. The ardent partisan demands, shall I not declare the facts? Oh, yes, replies the judge, mention the facts, certainly.

Edward Pope Cranch writes :

I knew more than any other of the children, of father's official life and labors, because I studied law for three years in his chambers at the City Hall in Washington. I don't believe he ever spent an idle hour in his life. His life was uniform. He never dropped out of line to go in search of events. He did not like events. \* \* \* His great idea was duty. His recreations were music, chess, study, contemplation. He prayed much when alone. He repeated old poems to himself in his walks. But for ten hours of every day for sixty years he was in public, and working for the public. He was working for the right and antagonizing the wrong; and he kept the waters pure about him.

Christopher P. Cranch writes:

His habits of life were simple and inexpensive. His dress was plain but neat, and becoming his tall, commanding figure, expressive features, and dignified demeanor.

John Hitz writes :\*

I frequently saw and conversed with the Judge. He was a dignified old gentleman, spoke but little, very kindly in his intercourse with young people,

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\* To Allen C. Clark, February 21, 1901.

most exemplary in his habits, and incarnated justice itself in his dealings with others. His will was witnessed by me and I remember considering it quite an honor to have been called upon so to do.

The judge was indefatigable. With the rising of the sun, his course also begun; and he pursued it frequently by the glimmer of midnight lamp. If his industry did not himself make rich, it did enrich the stores of legal learning.

The Cranch ancestry were dissenters. The judge inherited the ancestral religious spirit. He was deeply imbued and the spirit strengthened as the years succeeded. He had family prayer service morning and evening. Whether this be religious dissipation or not, a son says, the repetition did not dull the spontaneity. With all the observance the judge was committed to no creed and commended none.

While a resident of Georgetown, 1800, Mr. Cranch to his mother writes:

We have no church here of our own persuasion. The principal inhabitants are Roman Catholics. There is a society of Presbyterians, whose preacher (Mr. B——\*) is of the high old Orthodox plan of divinity,—preaches without notes, in the enthusiastic style and relies more on the strength of his lungs and the canting tone of his voice than upon any other of the arts of persuasion or conviction. He rings all the changes of the mysterious conception, the doctrine of the Trinity, of justification by faith alone, and the inefficacy of good works, predestination and election. And, in short, whatever doctrine is least consistent with reason pleases him best. I attend him only with disgust. When we remove into the city I shall attend the Episcopal Society under the instructions of Mr. McCormick, who appears to be an amiable man, and who has a good wife. They will be our next door neighbors.—And although I cannot subscribe to all the thirty-nine articles, yet I like their mode of worship better than that of any other sect, and shall not suffer small shades of difference in non-essentials to prevent me from a frequent attendance on public worship. As soon as I can find a church whose rational principles shall quadrate with my own, I shall certainly have no objection to fulfil every article which may seem to be incumbent on a professor of our holy religion. The objects of faith must be left to every man's own conviction and as faith has no connection with nor in any degree dependent on the will, it is a subject which ought to be left with man and his Creator. It cannot be regulated by any human tribunal.

While a resident of Alexandria he attended the Episcopal church. He there declined overtures toward conversion to Episcopacy. Upon return to Washington he was a constant attendant of the services of the Unitarian Society, corner of D

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\* This irreverent remark relates to the Reverend Stephen Bloomer Balch, pastor of the Bridge Street Presbyterian Church.

and Sixth streets, northwest, the tenets of its faith being more nearly in accord with his.

The judge unpossessed by pride did that seemingly beneath his station. He would carry his own market basket and even assist a wearied woman on the way with hers; he would split his own wood and build his own fires; and he would repair his own gate or fence.

The judge enjoyed the English classics; delighted in poetry; and neglected novels. He entranced with the sunset and enraptured with the beauty expressed in nature or by brush and chisel. He loved the flowers and in his rambles he would gather on the roadside the budded waif, study its shape and admire its shade. He was capital at chess and despised cards. His chief recreation was music. In his younger life he played the flute and organ and in advanced life evoked sacred melody from the keys. He did not himself joke yet was a good listener. His merriment was expressed in a smile and seldom beyond that bound. Always temperate, he at one time permitted a little wine at dinner; and afterwards foreswore that and became a total abstainer. He was not addicted to tobacco and discountenanced its use. He was neither abolitionist nor apologist for slavery; he abhorred the institution but being sanctioned by the Constitution and laws he did not interfere in its operation. When he could and not violate the statutes he befriended the slave.

The kith and kin spread out to many a New England town, village and hamlet. These "even to the fortieth remove" and even to the parts most remote heard of the judge's good cheer and they said:

We will come and make our abode with him.

The neighbors, and they are the best authority, say that familiar faces and new faces were continually appearing and disappearing. A son says his father's hospitality sometimes was inconsistent with his pecuniary limitations and that strangers were recipients of his kindness.

His was an affectionate and sympathetic nature; and although "his heart was as tender as a woman's" he never wavered in the administration of justice in his judicial function yet his judgments were rather tempered with clemency than severity.

The biography by his son, the late Christopher P. Cranch, artist and author, to which I am indebted, has this:

His patience and perseverance were only matched by his love of clearness and order. \* \* \* These characteristic traits in unison with the higher ones of thoroughness and exactness of knowledge, of conscientious and discriminating judgment in difficult cases, of singular ability to see the main facts and authorities, and to detect always the principle and spirit of the law, made him by nature and by long training, a judge whose decisions have always held a deserved reputation for soundness. The best proof of this is that during more than fifty years' service on the bench, it is well known that *not one of his decisions were reversed by the Supreme Court*. There were, it is true, two decisions of the Court and only two, I think, which were reversed. But in both cases Judge Cranch's opinion differed from that of the two other judges. Surely this is one of the most remarkable facts in the history of courts of law, and one that deserves the applause of the age and country.

Here is improbability and impossibility verging on the synonymous—a half century of an active court in a populous territory and two reversals. Long before the termination of that period uniform affirmance by appellate court would effectually discourage appeal. The fact is the reversals of the decisions of the Circuit Court, 1801-1855, occupy pages in the printed index and Judge Cranch had his full share. The logic of Mr. Cranch is also defective; contrariety of opinion is the dial which indicates independent and intelligent thought. The law has not the rule of mechanism but a changeability or rather progression that marks the material and moral advance of the human race. The statement of Mr. Cranch has been copied into all the cyclopædic sketches and even in the elaborate history of the Supreme Court of the United States.

Judges Cranch, Morsell and Thurston were long associated on the bench and this association justified pleasantries and witty raps. Judge Cranch, worn by years and worn by work, became slightly deaf. So Judge Morsell to exonerate himself from a criticism of the court replied:

One is deaf and cannot hear and one is imperturbable and will not be moved.

The time of judgeship is noteworthy. The period is fifty-four and a half years. Twice that of Judge Taney's long tenure and twenty years more than that of Judge Field, the longest of the Supreme Court judges. Likely it is the longest in judicial history; few can surpass it. Of the Chief Judge's associates,

Morsell's period of judgeship is forty-seven years, Thurston's, thirty-six years.

In contrast to the dignity and gravity of the judge was the buoyancy and sprightliness of Nancy Greenleaf Cranch, the wife. She died\* in her seventy-first year and was survived by the judge twelve years.

For quite a while the judge prior to his decease was confined to his room.

To the last his mind was clear and his spirits tranquil. Sometimes in his sick room he would have visions of wonderful vividness. He would see pictures of exquisite beauty. He would hear glorious music in the air from unseen hands and voices.

First day of September, 1855, at five o'clock P. M. the Honorable William Cranch, Chief Judge of the Circuit Court of the District of Columbia, died. Aged 86 years, 1 month, 14 days. His funeral from his late residence took place Monday following, the 3d, at four o'clock. The funeral sermon by Rev. Moncure D. Conway was preached, and the hymn written by Rev. S. G. Bulfinch, was sung:

Wise, learned, thoughtful, pure and kind,  
The soul of honor, heart of love,  
The noble form, the taste refined,  
And the firm faith that looks above;  
  
Such was he: yet O mourn not him!  
Thanks that his light around us shone!  
Thanks that his eye, to earth grown dim,  
Undazzled views the sapphire throne!

The interment was at the Congressional Cemetery. There the remains of the judge and his wife repose, side by side.

In the coronet of virtues which did grace this venerable man none shone forth in rays more resplendent than patience and purity; industry in labor, integrity in life. The encomiums seemed extravagant and were not. Esteem was never expressed in English more strongly. The *Intelligencer* editorially says:

As a private citizen, friend, and neighbor, there never lived a more upright, honest man than Judge Cranch.

A meeting of the bar was held at the City Hall, September 3d. John Marbury was chairman and John A. Smith, secretary. Richard S. Coxe made the address. A few of the sentiments expressed are:

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\* Date of death, September 16, 1843. Obituary in *The Intelligencer*, September 22, 1843.

Few ever equalled him in all the essentials which go to constitute the character of a great judge. He was eminent for learning in all the departments of law—admiralty, chancery, criminal and common—and was imbued with the learning of the profession from the earliest days. With regard to his personal character no imputation ever rested upon it, for his integrity was never impugned. His faithfulness, his impartiality, his urbanity of manner towards those who practiced in the courts over which he presided, his uncommon industry in preparing and pronouncing judgment after argument had been closed—in all these he stood pre-eminent.

The chair appointed Richard S. Coxe, William Redin, Joseph H. Bradley and John F. Ennis, a committee which through the first-named presented a series of resolutions; these after a second with appropriate remarks by Mr. Carlisle were adopted. The fifth resolution was an offer with consent of the family to erect a monument.

On the same day at the City Hall in Georgetown, the Levy Court passed resolutions of tribute offered by Dr. Henry Haw.

ad. Resolved, That in his death the Judiciary has lost one who, by his integrity, zeal, uprightness, and purity of character, has added a lustre to the whiteness of the judicial ermine. For more than half a century he held the scales of justice with a steady hand, and, knowing no man in a cause, has dispensed only the equal law of the land with firmness tempered by urbanity.

The bar and officers of the Alexandria courts met in the court-house there. Francis L. Smith delivered an eloquent eulogy and presented written panegyric abounding with quotation.

I'll make assurance double sure,  
And take a bond of fate.

The will of the judge defies successful attack. He states his title and age and asserts that "although feeble in body" he is "sound in disposing mind" and that this is in his "own handwriting." In the attestation is incorporated the paragraph usually subjoined and testator and witnesses together sign. And, then:

At the request of our father, the Hon: William Cranch, we, the undersigned his children, have read the foregoing testament, prepared by him and do hereby express our assent thereto: William Greenleaf Cranch, Elizabeth Eliot Dawes, John Cranch, Edward Pope Cranch, Christopher Pease Cranch, Abigail Adams Eliot and Margaret Dawes Brooks.

Amongst those who by their wealth, talents, or industry have contributed to the formation of our infant Metropolis, may be reckoned—William Cranch. *The Washington Guide by William Elliot.*

The reports of William Cranch are a monument to his honor and usefulness as imperishable as the judiciary.



## SPECULATION.

**T**O dissipate disappointment on the outset I confess inability to make a clear and concise exposition of the entanglement of Greenleaf. I believe for an exact exhibition the data does not exist. The entanglement is like "the unwedgeable and gnarled oak." The narration of dry detail is unavoidable, though it be as wearisome "as the twice-told tale vexing the dull ear of a drowsy man." Hardly knowing how to advance I enter the wilderness of barren facts and figures. My readers, if ever I have any, will, I fear, be discouraged before they emerge.

By an agreement, September 23, 1793, the Commissioners to Greenleaf sold three thousand lots at £25, current money, a lot, to be paid, a seventh May 1, 1794, and from then in six equal annual installments, without interest, and to be selected alternately; upon condition that he would erect ten houses, yearly, two stories high and twelve hundred feet area, and not sell before January 1, 1796, without a stipulation that on every third lot a like house should be built within four years from date of sale.

The agreement contained this provision:

He the said James Greenleaf also undertakes and engages if the same shall be desired by the said Commissioners or their successors for the time being to furnish one thousand pounds current money of Maryland monthly on loan at six per cent interest to commence the first day of May next and to continue until the public buildings now erected shall be compleated, limiting the same however to the first day of January eighteen hundred, or will make the said monthly loans for any part of the said time as he shall and may be so requested as aforesaid—and it is agreed that Lots shall be set apart and kept clear of other incumbrances sufficient to cover all such loans with interest at the rate of twenty five pounds of the principal so loaned on one Lot and that the same Lots shall stand as security by way of mortgage for such principal and interest.

Greenleaf made the agreement on his own responsibility. By the 26th of the month ensuing he had arranged with Morris and Nicholson to take thirds and had launched a scheme on their joint concern to float a great loan in Holland on pledge of the lots.

In more formal phraseology the Commissioners and Greenleaf entered December 24, 1793, into Articles of Agreement. Under a series of whereases they recite the former agreement, that Greenleaf has under authority from Morris purchased on his behalf the same number of lots upon the same credit and conditions for building and reselling except that the price is £35 a lot; that

it is understood Morris and Greenleaf may at their pleasure associate to them one or more persons in the whole purchase without creating on any of them an obligation to erect on and for every third lot;

that the object of the new articles is consolidation into one contract, to fix the average lot and to modify the building requirement. The articles proper provide, in addition to the recitals incorporated, that the lots shall include all of Notley Young's land and that part of Daniel Carroll's within the branches of the canal; a limitation on the selection of lots adjoining the proposed National University; that the price is averaged at £30 each lot, that houses three stories shall be discounted one-fourth in area.

The articles state that the loan provision of the prior contract shall be referred to a new contract entered into this day and shall have no other effect than what such new contract specifies and ascertains.

Between the three this was a joint purchase. Nicholson was reserved as surety for the engagements of the two disclosed principals with the Commissioners.

April 24, 1794, the Commissioners and Greenleaf adopted this method :

1st. An account between the Commissioners and Morris and Greenleaf charging lots conveyed on their account and crediting payments made.

2d. The Commissioners grant a certificate (deed) in fee for the lots on Notley Young's land estimated at one thousand on their giving a bond with Nicholson for the amount of the same and for performing the building contract.

3d. The Commissioners on the personal security of Morris, Greenleaf and Nicholson allow at all times a credit of one thousand lots granting as they require certificates with the building stipulation subjoined thereto.

Whereas a Loan is in negotiation in Holland, and by recent advices is in forwardness for the subscriber, James Greenleaf, for a sum of money to the amount and value of Three Hundred Thousand Pounds current money of Maryland, on the terms of securing the principal money by a Mortgage of Lots in the City of Washington, at the rate of One Hundred Pounds each Lot, to be ascertained and averaged at five thousand two hundred and sixty five square feet for each Lot, and the interest to be secured by a deposit of productive stock or funds in such manner and to such amount that the produce and capital thereof amount to the stipulated interest for the time of the Loan, and the Commissioners appointed in virtue of the Act of Congress for establishing the temporary and permanent seat of the Government of the United States, to increase the funds and means of carrying into effect the purposes of their appointment, are let into and have agreed to take on the account of the City one third part of the said Loan, which as to the same part is to be made payable at the end of six years from the advance. Therefore the said Commissioners have on this ninth day of July, seventeen hundred and ninety four granted Certificates of and for One Thousand Lots in the Squares therein enumerated, and of which Square number Sixty five is one to make up the Commissioner's one-third part of the necessary security, by which the legal title and estate is transferred to said James Greenleaf for the purpose and intention that he may legally encumber the same with and for one-third of the said Loan and they have also granted such Certificate as aforesaid for other one thousand Lots in several Squares, of which the Square number seven hundred and seventy-seven is one, the same being the one thousand Lots which, according to an agreement heretofore made, is to rest on the Bond of the said James Greenleaf and Robert Morris and John Nicholson, and they have also granted a like Certificate for other five hundred Lots in several Squares, of which Square number two hundred and forty-six is one, two hundred and eighty-six Lots whereof the first Square enumerated in that Certificate being the property of the public and to be redeemed and conveyed to the Commissioners clear of all encumbrances and the remaining two hundred and fourteen Lots being part of the six thousand Lots heretofore contracted for with the Commissioners by the said Robert Morris and James Greenleaf.

\* \* \* \* \*

TH. JOHNSON

DAVID STUART

DANL CARROLL

*Commsrs.*

JAMES GREENLEAF.

Ceertificates from Commissioners to Greenleaf:

a.	July 9, 1794	1000 lots	Squares	65	*	*	*	1004.
b.		500		246	*	*	*	755.
c.		500		626	*	*	*	1114.
d.		1000		777	*	*	*	1146.

## Deed from Greenleaf to Pieter Godfrey and others:

<i>b.</i>	July 28, 1794	500 lots	Squares 246	*	*	*	755.
<i>c.</i>		500	626	*	*	*	1114.
<i>d.</i>		1000	777	*	*	*	1146.

## Deed from Greenleaf to Commissioners:

<i>a.</i>	September 19, 1794	1000 lots.	Squares 65	*	*	*	1004.
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Greenleaf bargained with the Commissioners, September 19, 1794, upon the usual terms of credit for twenty lots located at various points on the Eastern Branch.

## Certificate from Commissioners to Greenleaf:

<i>e.</i>	October 18, 1794.	857 lots	Squares 266	*	*	*	
Notley Young lots, estimated in agreement, April 21, 1794 at 1000 }							

October 18, 1794, the Commissioners to Greenleaf executed a power of attorney to negotiate a loan in Europe.\*

PHILADELPHIA, Nov. 5th 1794.

GENT'N: Mr. James Greenleaf has requested me to express in a letter to you my approbation of the transfers which have been made to his name of certain building lots in the City of Washington purchased on his and my joint account, which I now do in compliance with your desire and his said request. I am, Gent'n,

Your most obed't & humble servant

ROBERT MORRIS.

To the Commissioners  
For the City of Washington.

December 5, 1794.

If the Loan now in contemplation and which James Greenleaf is authorized to make by his Letter of Attorney from the Commissioners, dated the 18th of October last, shall take effect so that the Commissioners are thereby aided with funds as expected, then they agree to release the said James Greenleaf from his engagement to loan them one thousand pounds per month in the year 1795.

DAN'L CARROLL  
GUST'S SCOTT  
WILLIAM THORNTON

COMRS.

To  
James Greenleaf.

July 10, 1795. Greenleaf with Morris and Nicholson entered into articles of agreement for the sale to them of his Washington lots.

## Deed from Pieter Godfrey and others to Greenleaf—re-conveyance:

<i>c.</i>	June 26, 1895.	500 lots.	Squares 626	*	*	*	1114.
<i>d.</i>		1,000	777	*	*	*	1146.

\* Original in collection of Mr. James F. Hood.

**Deed from Greenleaf to Gillis Groenveld and others:**

c. July 29, 1795. 500 lots. Squares 630 \* \* \* 1114.

**Deed from Greenleaf to Nicholson:**

c. August 6, 1795. Squares 266 \* \* \* 500.

**Two deeds from Greenleaf to Morris:**

c. August 7, 1795. Squares 325 \* \* \* 591.

**Deed from Greenleaf to Duncanson:**

c. August 19, 1795. Squares 270 and 300.

c. September 4, 1795. Morris, Nicholson and Greenleaf to Law, deed as mortgage, security for his purchase of 2,400,000 sq. ft. to be selected. Corrects an unrecorded deed, May 11, 1795.

c. September 12, 1795. Morris, Nicholson and Greenleaf to Duncanson, deed as mortgage, to protect accommodation paper.

The deed to Morris and Nicholson pursuant to the articles of agreement specifies the purchases from original owners. Although a conveyance was made by the owner it is not conclusive the consideration was paid; a bond or other substitute for cash or scheme of credit may have passed.

**May 13, 1796. Deed from Greenleaf to Morris and Nicholson:**

6,000 lots contracted from the Commissioners of which 2,000 by three certificates dated July 9, 1794 and 857 by certificate dated October 18, 1794 have been conveyed to Greenleaf.

220 lots contracted for with Daniel Carroll of Duddington by two articles of agreement, September 26, 1793, and December 24, 1793.

428½ lots contracted for with Notley Young, December 26, 1793, conveyed October 28, 1794.

239½ lots contracted for with Uriah Forrest and Benjamin Stoddert July 15, 1794, conveyed September 20, 1784.

108 lots contracted for by John Nicholson with William King, July 14, 1794.

79½ lots contracted for with William Bailey, July 15, 1794.

40 lots contracted for with Peter Casanove and George French, September, 1793.

60 acres purchased by Greenleaf in his own private right by contract with William Deakins, Jr., since conveyed to him.

316 acres contracted for with Benjamin Oden, July 10, 1794.

Subject to a conveyance absolute in form but intended to be in nature of mortgage to Godfrey and others.

Except square 506, square next south of 506, and square next south of the square last mentioned which it is agreed shall be and remain the sole and separate property of said Greenleaf.

Excepting all squares and lots sold previously to July 10, 1795.

Subject to all liens including mortgages to Thomas Law and William Mayne Duncanson secured on a portion of the lots conveyed.

Here is the point from which to have a retrospective view of Greenleaf's purchases in the city of Washington ; to measure their magnitude and to comprehend his wild speculation. Greenleaf's negotiations were of meteoric swiftness; the contracts, every one of them, within nine months were signed and sealed. A computation has been figured by which it appears that the triumvirate owned 7,234 lots. That Greenleaf individually owned 1,341. So that, the aggregate of lots in which he was interested was 8,575. *Washington in Embryo* states that at this time the public lots numbered 10,136; and, of course, the proprietors' numbered the same. Of the public lots Greenleaf had 6,000, of proprietors' 2,575 or expressed in percentage 60% of the public, 25% of the proprietors' and 42% of all. If he paid at the same rate for the proprietors' lots as for the public the total consideration was \$684,000; his building obligation, twenty houses for seven years, estimating each house at three thousand dollars, was \$420,000, in all, a million strong. Yet this does not include his building obligations to Carroll and Young or other proprietors nor his engagement to loan the Commissioners for public improvement, \$181,333.

His suburban purchases are:

*County of Washington.*

Deed from William Berry Warman to Greenleaf: December 21, 1793. On Eastern Branch, 1212 a. Consideration £5,757, Md.

Deed from George French and others to Greenleaf: March 21, 1776. On Eastern Branch, 516 a. Consideration £5,160, Md.

Contract from George French to Greenleaf: On Eastern Branch, 375 a.

*County of Alexandria.*

Near Alexandria, 295 a.

May 28, 1796. Greenleaf sold his share in the North American Land Company to Morris and Nicholson for \$1,150,000 in drafts payable one to four years after date; one half drawn by Morris and accepted by Nicholson, the other half counter-drawn and accepted. It was stipulated that Greenleaf should retain the shares until complete payment was made. Of the 30,000 shares authorized 22,365 were issued as about two-thirds of the six million acres were conveyed to the company's trustees. One-third of the stock was pledged to secure the guaranteed dividends of six per cent.

**Morris and Nicholson to Greenleaf, mortgage:**

*c.* June 20, 1796. Squares 626 \* \* \* 1076.  
*d.* 777 \* \* \* 1146.

In all 142 squares or 1250 lots. To secure orders,  
\$193,404.29. Foreclosed under two causes,  
Lewis and Burd vs. Morris. High Court of  
Chancery, Maryland.

**Morris and Nicholson to Greenleaf, deed:**

*e.* June 20, 1796. Squares E. 546 \* \* \* W. 606.

*381 Trust.*

September 30, 1896. Greenleaf to George Simpson.

In trust, real and personal property, specified and scheduled, pledged to him (Greenleaf) by Morris and Nicholson, separately or severally, to secure the prompt payment of drafts and notes and punctual performance of engagements, considerations for purchases by them from Greenleaf, to sell, in event they (Morris and Nicholson) should default in payment or fail in performance, on order of Edward Fox, upon consent of Greenleaf, to protect said Fox in his endorsements for Greenleaf and others who had become obligated on his behalf.

Notes and drafts number 385 and aggregate \$1,996,846.09.

March 23, 1797. Greenleaf, Fox and Simpson to Henry Pratt, Thomas Willing Francis, John Miller, junior, John Ashley and Jacob Barker. Assignment of *381 trust*. The assignees were merchant princes of Philadelphia. Of the same city were George Simpson and Edward Fox, the former cashier of the Bank of the United States, the latter an auctioneer. March and April, 1797; the newspaper wrangle. May and June, 1797; Greenleaf's trustees tried to dispose of Morris and Nicholson's notes to pay his debts which aggregated \$720,000. After dispute of account, offer of compromise, an arrangement was effected and Morris and Nicholson executed to Greenleaf's trustees the trust—\*

*Aggregate Fund.*

June 26, 1797. Greenleaf, first part, Fox, second part, Morris and Nicholson, third part, to Pratt and others, fourth part. Recites that deed, September 30, 1796, from Greenleaf recorded in Philadelphia, book 55 p. 391 is to be distinguished

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\*The Financier and Finances of the American Revolution.—*Summer.*

from deed of Greenleaf to Simpson recorded same city and book at p. 381, that the latter deed forms no part and is not to be influenced by this indenture; recites the Greenleaf trusts; and for better security Morris and Nicholson should make certain arrangements with Pratt and others as expressed in this conveyance. All real estate in the city of Washington of every description of title is conveyed and is to be known as the *aggregate fund* and is to secure the payment of the commissions incurred in the execution of the trust; thirteen thousand dollars estimated to be due Daniel Carroll and sixty thousand dollars estimated balance of installment due Commissioners, both for city lots; engagements by Fox on account of Greenleaf mentioned in the recited deeds amounting with interest to \$900,000; and amount paid by Pratt and others under the Simpson trust. Morris and Nicholson in such sums and forms as prescribed by the trustees are to issue obligations and the aggregate of the new obligations shall correspond with the old and payable in two installments December 26, 1798, and December 26, 1799. When the objects of the trust are satisfied Pratt and others to convey to Morris and Nicholson the residue.

Number of Fox's engagements 149, principal \$831,500.

Morris executed six riders securing payments amounting to \$145,000 from the surplus. So confident were Morris and Nicholson that the *aggregate fund* would yield sufficient to discharge their obligations it secured and an enormous equity that they organized a company of three hundred thousand shares in the reversion of the residuum and divided them equally. Morris utilized 53,650 shares.\*

Morris and Nicholson paid the guaranteed dividends for two years on the stock of the North American Land Company. The stock reserved to protect the dividends was sold, October 23, 1807, at seven cents a share to the managers. In 1856, the trustees for the company had \$92,071.87. The litigation which then ensued over the distribution is described as phenomenal. Morris and Nicholson's legal representatives endeavored to prevent sequestration to the Commonwealth, to maintain their right to the fund and to resist the claims of the trustees of the 381 *trust* and *aggregate fund*, involving

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\* The Financier and Finances of the American Revolution—*Summer*.

liens thereon. In 1880 the Morris interest netted \$9,692.49 and likely the Nicholson, the same.\*

So far has been traced to the *aggregate fund* the unsold property in the city of Washington of Morris and Nicholson in which Greenleaf had formerly been interested and to the *381 trust* their obligations including those on account of the North American Land Company amounting to nearly two million dollars. Before and after in this chapter are recited figures and schedules not for an account in a bookkeeping sense but only to suggest idea of character and extent of transaction. The deed next described comprises the land transactions without the District of Columbia. It follows the recordation of *381 trust*, folio 381, book 55, Record Office, Philadelphia at folio 391 and is an indenture between the same parties, that is, Greenleaf to Simpson, to indemnify Fox, by him, acceptances of drafts, accommodation notes and sundry engagements, made and contemplated, for Greenleaf. The indenture conveys the properties by descriptions and references in particularity. It includes:

The three tracts on the Eastern Branch of the Potomac 1,212, 516 and 375 acres, respectively, and the tract adjoining Alexandria, 295 a. already mentioned.  
New York: Lansingburgh on the Hudson, 2 lots.

Westchester county, on the Bronx, three tracts, one containing 66½ a.  
Montgomery county, 2 tracts aggregating 11,591 a.

Ulster county, 4 tracts aggregating 24,587 a.

Chemung county, 2-7's of 2 tracts aggregating 27,563 a.

Maryland: Fort Cumberland, Allegany county, 2 tracts aggregating 2,536 a.  
one including mills, stores, houses.

Onehalf of 296 tracts of 50 a. each equal to 7,400 a.

Georgia: 3 tracts aggregating 2,706,087½ a.

Obligations of Benjamin Haskell aggregating \$38,000.

Obligations of Morris and Nicholson aggregating \$404,000, apparently a part of those specified in the *aggregate fund*, and the delivery of 100 shares of the Bank of the United States valued at \$52,000.

The dates of deeds to Greenleaf range from November 30, 1793 to September 20, 1796. A separate conveyance carries an item evidently overlooked, 30 shares of a total 120, equivalent to 75,000 a. of the Tennessee Land Company. These trusts were transferred by Simpson to the trustees, Pratt and others, March 23, 1797.

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\* The Financier and Finances of the American Revolution—*Summer*.

In the indenture two properties are reserved to the last resort for foreclosure and to these is now given extended mention. In the spring of 1795 Mr. Greenleaf became reconciled to part with his associates at the New Amsterdam and with his sister, Rebecca, the wife of the erudite editor, and determined to reside permanently in Philadelphia. This determination is manifest in two purchases. The incentive, that is the ruminations. Perhaps to be in juxtaposition with the components of the triad, yet hardly that, for between Greenleaf and the two the personal relation was not friendly, not even passive—it was strained; and the business relation, Greenleaf awaited the opportunity to sever. And if the magnet was not commercial then it was—otherwise.

Mr. Greenleaf bought of General Philemon Dickinson, April 15, 1795, for \$28,000, on the north side of Chesnut between Sixth and Seventh streets the broad frontage of 82½ feet and extending far back to Carpenter (now Ranstead) street, including mansion, gardens, grounds, waters and stables. Opposite or almost so was Oeller's Hotel, the scene of banquets historic, westward the property of John Dickinson, the refractory revolutionary statesman, eastward the New Theater, recently with éclat opened by Wignell and Reinagle, catercornered was the Independence Hall and catercornered contrariwise the majestic pile in blue stone and red brick of the Financier—Robert Morris. Here James Greenleaf, Esq. "a merchant, a man of high fashion and of reputed wealth" held bachelor estate for the time being. It was the city mansion of Mr. Greenleaf, gentleman, sometimes yept Greenleaf.

John Penn, a proprietary of Pennsylvania and the last provincial Governor (1763-1771 and 1773-1776) married Ann, the daughter of William Allen, the Chief Justice of the province. The conjugal tie held him permanently to this country notwithstanding the overturned governmental affairs. He built the finest country-seat on the Schuylkill and named it Lansdowne.\* Tradition places it on the plateau exactly where now stands the temple of crystal, the Horticultural Hall, the Centennial construction. Governor and Mrs. Penn here resided in the warm season and in their Pine street mansion, the cool season. The Governor where he was married, there was

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\*Reproduced—The Historic Mansions and Buildings of Philadelphia—*Westcott*, p. 334.

he buried—Christ Church. Lansdowne was devised to the widow and she sold it, the mansion and the two hundred acres, to James Greenleaf, March 9, 1795, and then departed to the British isle where were her brothers for that generation of the Allens were aliens in sentiment. That at Lansdowne Miss Ann Penn Allen and her two sisters, the Misses Allen, did reside with their aunt, Ann Penn, it is quite certain.

The wearied eye and bewildered brain of the Centennial's visitor here then refreshing relief received and now memory must carry grateful recollection. Then a scene of picturesque naturalness, of primeval woods, of mysterious dells and of rollicking streams; now a scene of landscape gardening, of flower bed and of fountain. Both beautiful in a different way. It is spot of charm—

Where Schuylkill winds his way through banks of flowers.

The "Heaven's breath smells wooingly here." The deep undulations, the carpet of grass, the clumps of trees, the clusters of shrubbery, the path along the river's brink, the placid river, the reflected skies is the composition of this scene of Nature—a masterpiece of the Great Master, the Colorist of the heavens, the Creator of harmony. It was Mr. Greenleaf's country-seat. That he was to share its occupancy sometime surely so he meant.

General Dickinson, November 29, 1797, foreclosed the Chestnut street property and re-purchased it for £5,900 (\$15,733) about the amount of the deferred purchase money due. Lansdowne was sold by the sheriff, 1797, for \$55,100. Mr. Greenleaf paid therefor \$37,393.





## HOLLAND.

WAS freshly sanded the floor of the inner room of the banking house of Daniel Crommelin and Sons of Amsterdam; was washed the face of the tall clock and the delft-blue tiles over the fire place; and was dusted off Rutger Jan Schimmelpenninck in the frame on the wall for this statesman was honored in this, the first year of the Dutch Liberty.\* This preparation had been made as Mr. Greenleaf from the republic in America was to appear and reveal his loan project. Be it known beforehand Greenleaf respectfully addressed the board, individually, *Mynheer*, collectively, *Mijne heeren* and called the Congress house *Congrès-huis*, the President's house *het huis van den President*, shops, *winkels*, canals, *grachten*, for he could talk *néderduitsch* as cleverly as a Dutch schoolmaster. Was not his wife Dutch, and his children Dutch-Yankees?

\*On his way to meet Albert Gallatin and Henry Clay at Ghent to conclude the negotiations for peace John Quincy Adams stayed over at Amsterdam, lodging as he had always from the first visit, 1780, at the Arms of Amsterdam.

He writes in his diary under June 21, 1814:

I afterwards paid a visit, and had an hour's conversation with Mr. Schimmelpenninck, late a Count and Senator of the French Empire—before that, Grand Pensionary of Holland—whom I had first known in 1794 as a lawyer of high reputation at Amsterdam, and afterwards a member and President of the Batavian National Convention. He has now been some years blind; but, after all the vicissitudes through which he has passed, he appears to retain his cheerfulness and his spirits. His wife is with him, and has the same pleasing and attractive manners which she had when twenty years younger. He resigned his seat in the French Senate before the late changes which excluded the other members, his countrymen. He conversed with as much freedom upon the late events in France as in his peculiar situation could be expected. He expressed some satisfaction at the restoration of his country's independence, and spoke disadvantageously, and somewhat contemptuously, of Bonaparte.

LEGATION ROYALE  
DES  
PAYS-BAS.

New York, June 26th, 1901.

DEAR SIR,

In reply to your letter of the 25th inst. I can inform you that, as far as I can remember, there was only one Schimmelpenninck prominent in the Netherlands during the time of the French revolution and his names were "Rutger Jan." It was he, who in 1795 stood at the head of the so-called "provisional representatives of the people of Amsterdam" and who later, in 1805 was appointed head of the Government of the Bavarian Commonwealth with the title of "Raad-pensionaries."

I am, Sir,  
Yours truly,

GEVERS.

To ALLEN C. CLARK.

Greenleaf, of conquering eyes, refined countenance and lofty stature with head uncovered, stood. The board of Daniel Crommelin and Sons, with their broad brimmed hats on, and so, around ample girths their belts with big buckles, stolidly sat. Greenleaf was armed with Maj. L'Enfant's map of the city of Washington, the board with long pipes. It was a battle royal between Yankee diplomacy and Dutch obstinacy. The battle raged; light clouds of smoke did issue from the door and windows, then denser clouds, then still denser until the banking house was enveloped in a fog of smoke. Greenleaf as a preface eloquently orated on the simultaneous birth of the two republics and the spirit of sympathy and helpfulness that should exist between the twins. He first spoke of the grandeur of the Congress house and the President's house, of the magnificent avenues and broad streets, then made his request for the loan. The board replied emphatically *neen*. He spoke of the shops under the arcade, of the river fronts, of the commercial and mercantile advantages and again made his request. The board said *neen*. He did point out those numerous canals on his map and suggest the similarity to be with their own watery metropolis. Then did the board of phlegmatic Dutchmen all together respond *ja*; and direct the clerk to engross upon the parchment a bond with James Greenleaf of the first part and Pieter Godefrey, Rutger Jan Schimmelpenninck and Robert Daniel Crommelin of the second part; and further, direct the cashier get the great key and from the massive coffers deliver to Greenleaf two million guilders. And Greenleaf with light heart bore the silver burden to American shores.

So I understood it and I intended to add the detail that the scene might appear vividly as enacted. For about in this way, so it is told by those who toil over mighty books and tarry over musty files in the cells which mysteriously lead to the corridors in the lower regions of the City Hall. And, so it appears in a newspaper.\*

Greenleaf, then a citizen of Pennsylvania, in 1788 formed a co-partnership with James Watson for a mercantile house in the city of New York. That year Greenleaf made his residence in Holland. Greenleaf's physician in a pleasant vein prescribed

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\* The Washington Post, October 14, 1883.

several defences against attacks of seasickness with this preface of good will :

NEW YORK, July 30th, 1788.

Mr. Greenleaf, in the first place, will please to recollect that he has his friend Cogswell's best wishes for a prosperous voyage, for a speedy and happy return, and, that in the next place, when the circle of his *federal* brethren and sisters shall be crowding round his heart, he will esteem it a peculiar privilege to make one of the recollective number.

Greenleaf, a citizen of Massachusetts, was March 2, 1793, appointed United States Consul at Amsterdam.

Greenleaf for the house of Watson and Greenleaf with the bankers, Robert Daniel Crommelin and Gulian Crommelin trading at Amsterdam under the firm name of Daniel Crommelin and Sons, negotiated a series of loans under twelve contracts, first and last dated January 31, 1789 and August 1, 1792 respectively, for an aggregate of one million three hundred thousand dollars on pledge of American securities, deposited with them, namely :

\$436,000 6% U. S. stock,  
997,000 3% U. S. stock,  
375,000 deferred U. S. stock

Four hundred shares equal to \$160,000 of the Bank of the United States stock, and other valuable specialties bearing interest.

It is not to be believed that Greenleaf adopted Voltaire's leave : *Adieu ! canaux, canards, canaille*—Adieu! dykes, ducks, dolts. That the Dutchman is a stupid is a shallow slander. That some Dutchmen are slow, sly and shrewd did Greenleaf solemnly asseverate in the court of chancery; however, I am not to anticipate another chapter.

Greenleaf made an intended visit to this country in 1793 and in September, that year, was at the city of Washington. I have no authentic basis for the belief that he was attracted hither by the inviting prospect of the Capital City indicated by the President's message and the established plan said to have been circulated throughout the civilized world. Greenleaf made the contract with the Commissioners, September 23, 1793; Watson, the partner, declined to share in the concern. In the ensuing month, the 28th, the firm dissolved and Greenleaf purchased his partner's moiety in the stocks pledged to the Dutch bankers.

On November 2, 1793, Greenleaf executed a power to Sylvanus Bourne, at the time Vice Consul at Amsterdam, with broad authority in Holland or elsewhere in Europe to sell his lots in the city of Washington or secure loans thereon, to furnish productive funds to protect interest and to engage commercial houses as instruments of negotiation. Bourne as such attorney contracted with the banking house of Daniel Crommelin and Sons of Amsterdam to negotiate a popular subscription, sanctioned by the Dutch government by an Act passed May 6, 1794 which made Godfrey, Schimmelpenninck and Crommelin guardians for the public of the property pledged. A conveyance, (*b. c. d.*) July 28, 1794, was made by Greenleaf to the guardians in fee, as a mortgage, to secure a loan of two million guilders or eight hundred thousand Spanish mill'd dollars.

The subscription was a partial success; "from unforeseen circumstances it appears from certificate of Anthony Mylius, Notary, dated March 23, 1795, that no more than two hundred thousand guilders have been subscribed," that is, eighty thousand dollars; and, in consequence of this failure on "the 26th July, 1795 old style and the First of the Dutch Liberty" the guardians by reconveyance, relinquished and renunciated all right to

<i>c.</i>	500 lots.	2,632,500 sq. ft.	Squares 626	*	*	*	1114.
<i>d.</i>	1000 lots.	5,265,000 sq. ft.	Squares 777	*	*	*	1148.

and reserved as "more than sufficient for the sum which has been subscribed and paid on the aforesaid loan,"

<i>b.</i>	500 lots.	2,632,500 sq. ft.	Squares 246	*	*	*	755.
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This quaint document is in the court files. Forty-five years after the real estate security was sold and Jan Bondt, Commander of the order of the Netherlands, Lion, Private Counsellor of His Majesty the King of the Netherlands and Gulian Daniel Crommelin, Knight of the order of the Netherlands, Lion, both residing on the heeren gracht in the city of Amsterdam successors to Rutger Jan Schimmelpenninck, survivor of the original grantees conveyed to the various purchasers. What proportion of the investment was realized does not appear. This is the Amsterdam loan; now for the



JAMES GREENLEAF

18

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*Rotterdam.*

The Amsterdam loan having been an incomplete success the resourceful Vice Consul tried the faith of Rotterdam. He negotiated through Jan Beeldemaker acting for the mercantile firm of Rocquette, Elserier and Beeldemaker. The Vice Consul "inclining to take up a certain sum of money" and Beeldemaker "to assist him in said business;" in furtherance of the mutuality a prospectus was circulated among the burghers in Rotterdam and as remote therefrom as four pipes.\* The English *verbatim* of the prospectus by a Dutch translator is in part:

PLAN  
OF A  
LOAN

of \$400,000 Dollar american money or \$1,000,000 Dutch currency at 5½ per cent interest, annually besides a distribution of premiums to the amount of \$50,000 to be made at the final discharge of the Loan, in lieu of further interest

AT THE COUNTING HOUSE  
of  
MESSIEURS ROCQUETTE, ELSERIER AND BEELDEMAKER  
at  
ROTTERDAM  
on account of  
JAMES GREENLEAF, ESQUIRE;

Consul appointed by the United States of America, with the States of the United Provinces to reside in the City of Amsterdam.

For the security of this Loan 1500 lots of ground lying within the city of Washington in North America all property situated for houses and other Buildings to be erected on the same and averaging at least 27 feet by 110 feet or 2970 square feet each lot will be mortgaged at the rate of one and a half lot for every \$1,000 Dutch currency being the amount of each share of this Loan. The said 1500 lots of ground are to be transferred in the names of

GILLES GROENVELD  
RUDOLF MEES  
PIETER VAN DER WALLEN VAN VOLLENHOVEN

Esquires, as Guardians or Trustees of the same, for the use of the Lenders.

And as a further security for the regular security for the regular payment of the interest for the principal sum borrowed, and also of the premium to be distributed at the discharge of this loan the Borrower will provide and cause to be transferred in the names of the said Rocquette, Elserier and Beeldemaker, such amount of six

\* On a visit to Rotterdam, Holland, I asked a workman on the wharf with my eyes on the distant chimneys of the large distilleries of Schiedam (the manufacturing place of the world-known Holland gin,) How far is it from here to Schiedam?

"About two pipes of tobacco," came the prompt but, for me, mysterious answer.

I found afterward that it meant as long as it took to smoke two of the small clay pipes filled with the villainous, strong Sumatra tobacco the workingmen in Holland generally smoke—about fifteen minutes to the pipe, or a half hour's walk from Rotterdam to Schiedam—*Baltimore Sun.*

or three per cent. stocks of the said United States of America, as with the interest to accrue thereon, will be sufficient to pay the annual interest of this loan until the final discharge of the same together with the premiums to be allowed and distributed.

This Loan is made for the term of five years to commence with the 15th December, 1794 and to end with the 14th December, 1799, the said Greenleaf to have option of paying off the whole at the expiration of third year.

Lastly the said Mr. James Greenleaf binds for the true performance of the premises his person and his other Goods real or personal Estate, wherever the same may be found or situated renouncing all benefits of Law which may avail to the contrary hereof.

The returns, July 29, 1795, showed that only one hundred and twenty thousand guilders had been subscribed and upon that day the Vice Consul as "appearer of the one part" and Jan Beeldemaker as "appearer of the other part" covenanted that the loan should stand at one hundred and fifty thousand guilders (\$60,000) and that the appearer of the one part for his principal should subscribe for the deficit of thirty thousand guilders; that the original agreement should stand, scaled in proportion, and that bonds of the United States, six per cent. issue, to the amount of seventeen thousand dollars as guaranty of interest and premium should be deposited with Rocquette, Elserier and Beeldemaker and that certain specified lots should be conveyed to the guardians or trustees named. And, in conformity with the agreement the Vice Consul had Daniel Crommelin and Sons transfer from the bonds in their hands to the credit of Greenleaf, as already stated to Rocquette, Elserier and Beeldemaker the stipulated amount and executed a conveyance to the Rotterdam trustees, July 29, 1795,

(c.) One half of 2,632,500 sq. feet. Squares 630 \* \* \* III4.

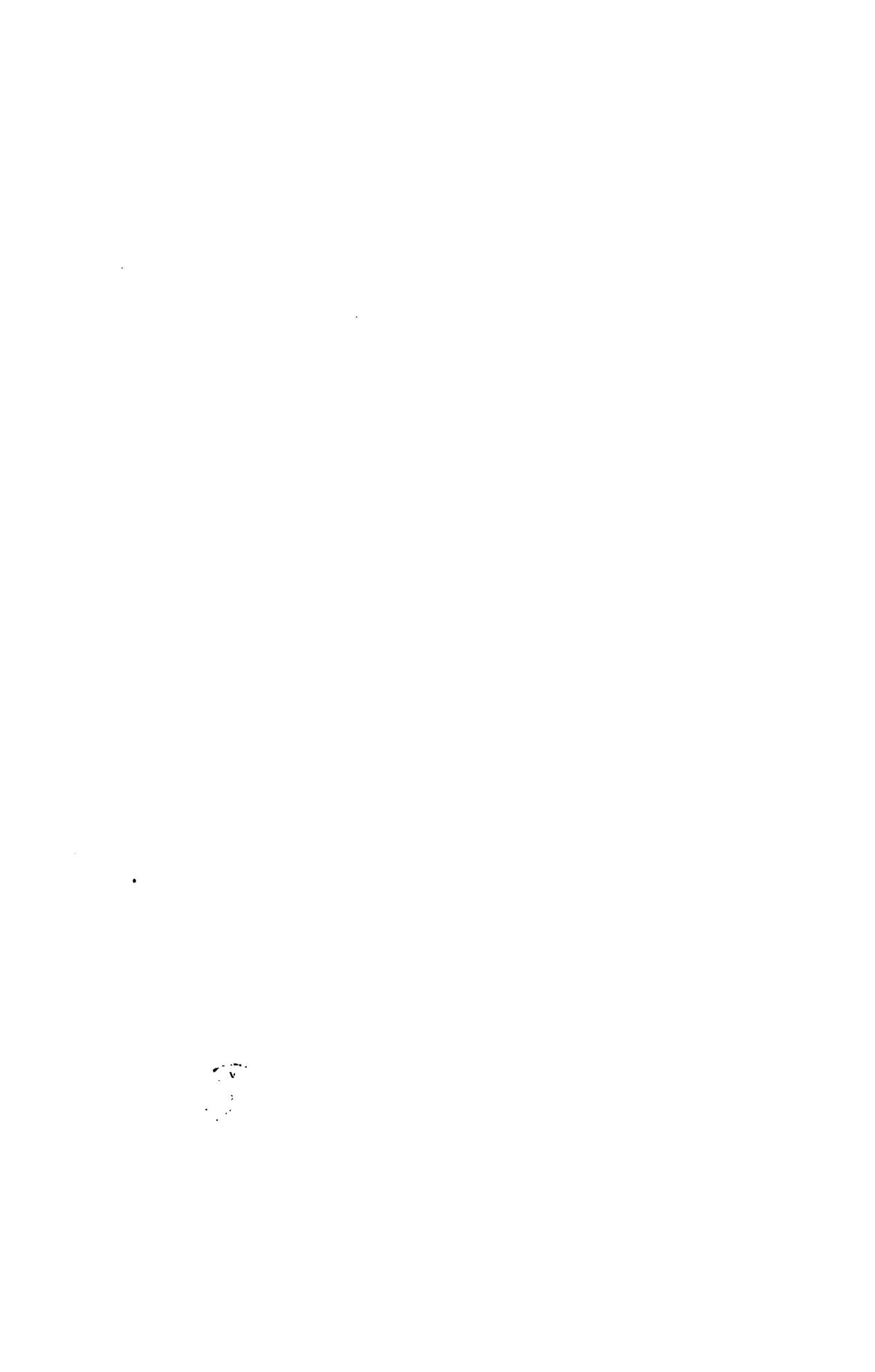
Fifty years after David A. Hall, upon authorization of the court, sold the real estate security for some proportion of the amount advanced thereon.

It will be observed the aggregate loans are one hundred and forty thousand dollars including twelve thousand taken by Greenleaf instead of eight hundred thousand as has been published.

The lots in Washington were in fact the joint property of Morris, Nicholson and Greenleaf and the syndicate was to enjoy the proceeds of the loans. It seems that the securities pledged as guaranty of interest belonged to Greenleaf, indi-



MRS. JAMES GREENLEAF  
BARONESS SCHOLLEN



ividually. Before the loan project was anywise assured the syndicate pursued a financiering scheme of floating or kiting their bills in Holland on short periods of redemption for pressing requirements. The bills summed enormously. Had their success been uncurbed they would have appreciably drained the money supply of the Dutch. The mere acceptance by the Dutch bankers of the management of a popular loan on the lots was made by the syndicate a sufficient warrant to draw.

\* PHILADA. July 28, 1794

MR. SYLVANUS BOURNE,  
SIR:—

Having found a good deal of difficulty in passing bills at so long a term as twelve months, we are under the necessity of again altering our plan of operation, and upon this occasion it is very agreeable to be possessed of the encouragement which the contents of your last two letters to Mr. Greenleaf afford, because it enables us to act with that decision and determination which our affairs require. Our letters of the 10th of April and 7th of June announced the bills we had then agreed to pass on you at 12 months date to the amount of 70,000 Sterling. Of this sum only 33,100 Sterling has been negotiated to this day, therefore we have agreed to cancel the remaining sum of 36,900 Sterling, none of which will ever appear for acceptance. But instead thereof, and in dependence of your obtaining the loan upon the building lots in the City of Washington, which we deem certain since Messrs. Daniel Crommelin & Sons have entered into Articles of Agreement with you to that effect, as we well know that their credit and respectability is such that the said loan will undoubtedly fill under their influence, Mr. James Greenleaf in whose name the said loan is negotiated will commence drawing upon you at 60 days sight, payable in London in favor of John Nicholson, which bills will be endorsed by him and by Robert Morris, and we unite in requesting your acceptance of these bills as they appear and payment as they fall due. \* \* \*

We are Sir,  
Your obedt. hbl. sts.

ROBT MORRIS  
JAMES GREENLEAF  
JNO. NICHOLSON

A paragraph of historical review of the times "Dutch Liberty" would be worthy of the space and I here would insert it did not the bibliographers tell me no history of this period is in the English language.

Of Greenleaf's personality in early manhood too little is known to write of it with confidence. That he was captivating, his friendships indicate; that he was attractive, his

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\*Original in collection of autographic letters of Mr. Charles Roberts, Philadelphia.

likenesses assure. That he was a roistering, rollicking blade, I hardly think; that he was dignified and elegant, I am more impressed. He thought quickly and acted promptly on commercial ventures. And his lovemaking suggests the same expedition. In Holland, he met, courted and wed, in a short three months, the Baroness Antonia Cornelia Elbertine Scholten van Aschat et Oud-Haarlem. The marriage in 1788 is attested by the Mayor of Flushing and by a commission at Middleburg, Zealand.

The children of the union are: William Christian James, born September 6, 1790, and Marie Josephine Wilhelmina Matilda. Marie married William Antoine Schwartz, Lieutenant of Artillery.

Greenleaf's intention for several years to return to Holland is shown in numerous letters, his and others'. Again he never crossed the Atlantic.\*

The likenesses of Mr. and Mrs. Greenleaf are reproductions from water colors, the property of Captain A. F. F. G. Schwartz of the Netherlands. For his kindness I am sure I can bespeak the gratitude of the citizens of the Capital of the United States who appreciate its perfection and appreciate the impetus the *first capitalist* gave to that consummation. The water colors are of date, 1793. The Greenleaf coat of arms is also presented by Captain Schwartz.

\*John Quincy Adams passed 1795 in Holland on Mission. His diary mentions Greenleaf's house in Amsterdam, dining with M. and Madame Scholten, Greenleaf's father and mother-in-law, and interviews with M. Scholten. The diary mentions Beeldemaker and Bourne; the latter was still with the Dutch when Mr. Adams came on the peace commission.



## LETTERS.

Do you like letter-reading? If you do  
I have some twenty dozen very pretty ones.

—Epes Sargent.

**L**ETTERS index character. Letters mark intellectuality.  
Letters possess authenticity.

They live, they speak, they breathe  
though the hand that inscribed is numb.

In these scenes revived if the actors can speak their lines I shall not substitute my own. So to do would be to presume; and from the genuineness to detract. The writers speak clearly to another as to me and merit and motive are as apparent to another as to me and extended comment on my part would be supererogatory. The letters are not sequential. Except a few, they are germain to incidents in other chapters.

I have reproduced the correspondence without the emendation of capitalizing and punctuating; indeed, at that period punctuation in writing was not systematically practiced and never a venture beyond a comma, a period or a dash. I have likewise to the extent the printer could assist copied other peculiarities, as the quaint abbreviation. Frequently I have eliminated parts.

Of the city of Washington, Mr. Greenleaf speaks of it as "the Federal City" and "the Federal Establishment;" both Mr. Morris and Mr. Law, as "the City."

PRESIDENT WASHINGTON TO TOBIAS LEAR.

MOUNT VERNON 25 September, 1793

MY DEAR SIR,

You will learn from Mr. Greenleaf, that he has dipped deeply in the concerns of the Federal city,—I think he has done so on very advantageous terms for himself, and I am pleased with it notwithstanding on public ground; as it may give facility to the operations at that place, at the same time that it is

embarking him and his friends in a measure which, although (it) could not well fail under any circumstances that are likely to happen, may be considerably promoted by men of Spirit with large Capitals. He can, so much better than I, detail his engagements and the situation of things in and about the city, that I shall not attempt to do it at this time.

The Commissioners having sold to Mr. Greenleaf numerous lots at \$80 a lot and he in a year having disposed of many at the rate of \$292.50 to "a gentleman from England" (Mr. Law) the President concludes they are novices at bargaining in real estate.

PRESIDENT WASHINGTON TO DANIEL CARROLL.

PHILADELPHIA, 7 January, 1795.

DEAR SIR,

You will consider this letter as coming from me in my private capacity, at the same time I do not object to the communication of the sentiments to your colleagues in office.

You will recollect no doubt that I yielded my assent to Mr. Greenleaf's first proposition to purchase a number of lots in the Federal City (altho' I thought the price he offered for them was too low) because at that time seemed to be in a stagnant state, and something was necessary to put the wheels in motion again. To the second Sale which was made to him, my repugnance was greater, in as much as the necessity for making it was not so apparent to my view—and because another thing had become quite evident—Viz: that he was speculating deeply—was aiming to monopolize deeply, and was thereby laying the foundation of immense profit to himself and those with whom he was concerned.

Viewing the matter in this light, you will readily perceive, at the first glance, how much my sentiments are opposed to any more *large* sales, if there be *any other* resource by which money can be obtained to carry on your operations.

The sum which will be necessary to compleat the public buildings and other improvements in the City, is very considerable. You have already, if I mistake not disposed of more than a moiety of the Lots which appertain to the Public; and I fear not a fourth part of the Money necessary for that purpose, is yet provided. The persons to whom you have sold are reselling to others (subjecting them to the conditions to which they are made liable themselves) and this they are doing to an immense profit. Lately, a Gentleman from England, has paid, or is to pay £50,000 for 500 Lots.—Will it not be asked, why are speculators to pocket so much money? Are not the Commissioners as competent to make bargains?

The business, I conceive, is now fairly on its legs—to sell therefore by wholesale faster than is indispensably necessary to keep the machine in proper motion will, probably (as property is rising there), be deemed impolitic. And to part with the legal title to the lots (especially in large sales of them) on personal security, may be hazarding more than prudence will warrant.

For a variety of reasons, unnecessary to be enumerated, tho' some of them are very important, I could wish to see the force of your means, directed toward the capitol in preference to the other public buildings.

With great esteem &c

Dr. Caffry was the first pastor of St. Patrick's Church. Mr. Greenleaf for himself and his associates made a subscription, which was separately paid. For this kindness and the employment as draftsman of an Irish compatriot from the same county, just over, the good father was profoundly grateful and he ever effectively gave expression of this honorable trait. I find in Mr. Morris's letters he settled his share of the subscription several years after when the hurricanes of disappointment had swept away almost all save hope.

CITY OF WASHINGTON 8<sup>br</sup> ye 1<sup>st</sup> 1794

DE SIR

I thought I could have the pleasure of seeing you before yr departure from this city. It is more than probable we shall not be favoured with a visit from you before yr return from Europe. . that God may take you under his providential guard & protection will be my daily prayer, untill I enjoy the happiness of seeing you once more.

Dr Sir

Yr Ever obliged & obedt Servt  
ANTH CAFFRY. D. D.

P. S. youll be pleased to tell Mr Lafette that I wish him a most prosperous voyage & anxiously expect the happiness of seeing him once more In this new world, I hope Ill have the pleasure of see Mr Delagarene ^ as I could not hear that he is to be on yr Expedition youll be kind enough to give him my good wishes.

Mr. Greenleaf's friend, Samuel Ward, was a prominent banker of New York.

WARD TO GREENLEAF.

Nov 24. 1794

DEAR SIR

Your Washington business seems to lay heavy on your mind—I can sell bills but think it more prudent to wait your departure that they may arrive in London after you a short time.

Law admired Greenleaf. He was impressed with Greenleaf's many and mighty enterprises. Law and Greenleaf reciprocally expressed deep regard and were socially intimate. Both were men of letters and this consonance may have been the spring to friendliness. The letters mark the beginning and the ending of their association—an eventful six months.

To WILLIAM BLANE OF LONDON.

Dec. 5, 1794

Mr. Greenleaf a most respectable man for abilities and integrity will deliver this to you, & I beg you will pay particular attention to his Statements.—The President Washington confides in him, and you will find him a man of an enlarged understanding—I will give you particulars in my next—it is however sufficient to observe, that if a few of us sit down in Washington City, that numbers more will join us, & that land worth 1000 Dollars, will soon rise to 1000 £ Sg—I am writing to Young & Heatley & many of our friends—I am sorry to see you all in such embarrassments at home, & and have only once congratulated myself on taking this step in time—Here all the people are prospering, the Land only wants men, if a person with Cash is tolerably prudent, he must benefit—

Once more let me refer you to Mr Greenleaf & oblige me by showing him every attention—He is not an American, therefore you may have impartial accounts from him—

Your sincere friend

THOS LAW.

To GREENLEAF.

Dec. 6, 1794.

I am fully satisfied with the whole transaction & am happy that it has made me acquainted with one whose Character stands so high—

I remain

Dr Sir

Yrs with Esteem

THOS LAW.

\* \* \* \* \*

Postscript: Pray write to me from England.

To GREENLEAF.

Dec. 14, 1794

Dr Sir /

I have been desired by two Gentlemen East Indians, one acting for David Scott the great Bombay Merchant, East India Director, & friend of Dundas & an acq<sup>e</sup> of mine, to let them have a share in my Washington purchase.

Now if you are resolved not to part with any more on the same terms, I must be cautious & arrange accordy—Pray tell me, if not an improper question, whether I may positively say that you will not part with any more on those Terms.

Yr Scy & Obtd

THOS LAW.

Scott afterwards came to the city. He was deterred from investing by the unforwardness in the demarcation of thoroughfares and by the inertness of the City Commissioners, so was Law's plaint.





To LADY RUMBOLD.

Dec. 15, 1794.

DEAR SISTER

John & George are now in the room with me & desire their affe regards to you, they are improving very much—The Climate has been delightfull hitherto we have now and then had a frosty night, but the sun shines all the day—I am sorry, very sorry to receive such accounts from Europe, the Dutch will suffer a sad change, a melancholy revolution, & may lament their lives this foolish war—I feel most uneasy about you all in England, the Taxes must increase two millions &a annually, and your numbers, to bear the burthen cannot increase as heretofore—this Country is wisely determined to pay off her Debt, & it will be all liquidated in 15 years—Mr. Greenleaf will deliver this to you and I beg you to receive him as my friend, He will tell you all about me, I wish you could be induced to settle here, I am almost afraid to persuade you, the return from hence is at any rate easy—if Tom came here for three or four years, he could double his fortune to a certainty—Maria will no doubt ask Mr Greenleaf a number of questions, and have him in the family way, without ceremony to Dinner, he will not stay long in England, as he is going to his wife and family in Holland, so try to get a few hours of his valuable time

Yrs. Sincy

THOMAS LAW

To GREENLEAF.

Dec. 17, 1794.

MY DEAR SIR /

Mr Duncansons terms were, these—100 Dollars for 200 Soys & 3 Pr Ct being half of the insurance,—I agree to draw on these terms—

If you have any friends that want to procure a good Cargo from India & have not Cap<sup>t</sup> Immy I will write to my friend Morris in India, & he shall provide a Cargo on his own Capital—if the cash will be paid with interest in a certain time—India, is now overflowing with Specie—Ships that go suddenly with dollars must bring what is the market, whereas an order before hand will be of great advantage—

I will take a Share in a part of a Ships Cargo of worked Leather—Vizt boots & shoes.

Will you drink tea with me any day or breakfast then you stay as long as you like—but if I go to you I am afraid of interrupt<sup>s</sup>

Yrs Sy

T. LAW.

LAW TO GREENLEAF.

Dec. 19, 1794

Pardon this request, I am you know acting for others,—within these few days I must you know, have heard a great deal & it may be some consolation to you, to be informed, that not one man, but speaks of you in the most favorable terms—Your word to me is a Law, but as you are going I naturally wish for some authority from you, for others to act upon.

To GREENLEAF.

Dec. 20, 1794.

DEAR SIR /

I thank you for your last proof of kindness & liberality—I shall certainly go to Washington City & my heart & mind are full of it—

That you may be assured I have some influence in India & among my E. I. friends—I enclose to you some testimonials; these did not get me one dinner in England, or one smile or Compliment from my Honorable Masters—

Yrs Sy

T. LAW.

NEW YORK, Dec. 20, 1794.

WILLIAM CRANCH, ESQRE  
WASHINGTON

DEAR SIR

Notwithstanding the Two Million Four hundred thousand square feet of ground in the City of Washington purchased of me by Mr. Law has been already allotted to him, & with regard to the transfer of which you have rec'd my instructions; yet from the willingness to gratify Mr Law & to render him more than satisfied with the purchase he has made, I have consented that after he may have viewed the positions chosen for him should he prefer other situations he may have the liberty of changing, provided that no confusion is occasioned thereby in arrangements previously made.—My meaning is not that Mr Law should have the uncontroled choice of all the property possessed by M. N. & G. in the City, but that if he should prefer the mafs allotted him transferred from the Eastern part to any other part of the City he may be allowed to do it, or that if he should fancy any particular square which is not already appropriated to an express object or necessary to the execution of my general plans that such square may be allotted to him—This letter will be handed by Mr Law whose residence at the City you will please make as agreeable as possible—

Believe me Dr Sir

Your affectionate friend and servant

JAMES GREENLEAF.

LAW TO GREENLEAF.

Dec. 31, 1794.

MY DEAR SIR /

Pray have the introduction & Treatise in defence of Usury corrected & if you could spare a moment to add to it, could have it reprinted, perhaps it would be well, bring a few with you

I have just rec'd an excellent plan for a College &c in, or near Washington City—The Prest will of course encourage & Foster it—The Arts and Sciences are now frightened from Europe by the din of War, here let them receive protection—The young men from the North & South shall here meet & imbibe amicable dispositions & general philanthropy—they will have the same studies & the same central objects, they will become more and more attached *namque velle idem nolle ea demum firma amicitia est* \*

Do not however mention this till it is matured—

\* Quotation seems to be from Cicero. Literally, " Because to will and not will the same thing—that in truth is firm friendship "; liberally, " Concord in studies is the bond of Friendship."

To GREENLEAF.

January 8, 1795.

MY DEAR SIR /

Yr Lre gave me a great pleasure—I participate in your feelings and am convinced that you have cast Anchor in a good spot.

I heard an excellent Trait of Morris, he was desired to sell some favorite spot near this Town, in a very delicate manner, & replied that he would never part with it—but when the gentleman was going away, he recall'd. him & said that he had creditors pressing him & that he would sacrifice his private satisfaction to his pride and honor, and would part with it—This was a noble sentiment & a decision influenced by sensibility and Judgment—He has not settled our business & I, rely upon you to do it, when you come, he has however done all that man could do, he seems *entre nous* embarras'd by a Public Spirit & private interest with' distinguishing that the Latter must operate in favor of the general good, or in other words, he appropriates his funds to distant objects & Diverts his funds & the labor of the people from works more immediately productive—

The Junction of the Susquehannah to the Schuylkill is a speculation of 10 years, & quere, would it not be more advantageous to the United States to pour the productions into the Chesapeake than into the Delaware—300000 Dollars have been already spent—& how long will it be, & what sums will it require to finish the Plan—Pardon these remarks, they flow from a wish to see Morris decide—

He borrows at a dreadful interest & sells disadvantageously like a desperate gambler to recover what he has lost—He has I know great resources, but no fortune can support his constant drains—Calculate the interest of a million of dollars which the Canal will Cost perhaps &c—at an interest of 20 P cent at least, and then know that the project is not to exceed 15 P Ct by the Act of Congress—

I am perhaps writing without proper grounds, but it is to you, who may laugh at my ignorance and tear this.—I said every thing to *Miss Allen*, & your friends, they all wish to see you—Lagarde & Le Farret—the City of Washington rises in estimation hourly Major Moore wants to buy more & Gen<sup>l</sup> Steuart—the lrs you enclosed were an Elegant Composition—I gave them to Morris to cheer him—You may say that I had rather sell my horses or books or any thing rather than part with a foot at present of Washington City—

Remb me to all Friends

Yrs Mt Sincy

T. LAW

Mr. Law had a clear conception of Morris's condition and chance financially. He also had a conception of something else and mentions the future Mrs. Greenleaf.

On General Walter Stewart, nature so heaped her store naught remained for art to supply; he was acknowledged the handsomest man in all the States. He was a native of Ireland and a patriot of America. When aide-de-camp to General Gates and colonel of a Pennsylvania regiment bravery distin-

guished him. After the war he lived in Philadelphia and married Deborah, the daughter of Blair McClenachan. Under the persuasion of Morris he purchased in the city. He owned the Willard Hotel site. He began buildings in the first ward which he did not complete. Upon financial disaster close came death, 1796.

To GREENLEAF.

February 11, 1795.

MY DEAR SIR /

Genl Stuart surprised me last night by saying that you had agreed with him on every point, but particularly respecting the propriety of throwing every capital to the promotion of buildings towards the Potowmack & George Town—as it is high time that I should make myself a resting place & as I am now going to undertake an important step, pray if you can, let me have half an hours conv<sup>n</sup> with you.

Genl Steuart told me that he had not engaged to build, but upon your terms with the Commissioners, Now if I resolve upon keeping the Lots I shall exert myself to the utmost & immy —

I hope you will let me have the choice next to Genl. Stewart—he indeed has not virtually so good a claim on you as myself & he has parted with half to another, who ought to have come after me—Can I do anything for you at the City—

After our trip to New York I have indulged the hope of increasing our friendship & enjoying reciprocal regard—

You will see by the enclosed Lre that I have left men behind me who have affn for me, & I indulge the expectation of bringing a few of my Asiatic connections here—I shall be at home all the mornng

Yrs Sy

T. LAW

There is shrewdness, diplomatically suggested, in Greenleaf's message to Cranch to confirm Law's good opinion of his purchase; and assurance in that he makes Law the messenger. Over there in Waterland Greenleaf as Consul must have had the duties of a diplomat.

PHILADA 17 Feby 1795

MY DEAR FRIEND /

My particular & beloved friend Mr. Thomas Law will bear this to you—as I have repeatedly expressed to you how nearly I have at heart to unite Mr. Law's talents & efforts to yours, in the promotion of my favorite object, the federal establishment, I shall forbear repetition; but beg only that you would receive Mr. Law as one who is deserving your warmest friendship & confidence, & who possesses mine in an unlimited degree & that you would practice every possible endeavor to render his residence at the City Comfortable & agreeable.

Mr L will probably be accompanied by his friend Duncanson whom I also recommend to your kind attentions—

With regard to the selection of Lots for Mr Law you will have due reference to what has passed thereon in writing, observing nevertheless that it is essential to my happiness that Mr L should be pleased with his purchase & with your manner of conducting towards him in the selection of the property to be transferred to him—

believe me with truth & affection

Your

JAMES GREENLEAF

WILLIAM CRANCH, Esqr City of Washington

Mr. Cranch says that Mr. Law arrived in the city the first time the 23d day of February, 1795 and remained until the 5th of March. That he met Mr. Law 10th of March in Philadelphia. That he with his family arrived home 29th of May, and on the preceding evening saw Mr. Law at Stark's tavern in Baltimore. Mr. Law was *en route* for the city and arrived the same time he and his family did.

Mr. Law handed Mr. Greenleaf's letters dated December 20, 1794 and February 17, 1795 to Mr. Cranch the day after his arrival i. e. February 24.

It may be urged that the Duncanson correspondence is trivial, without interest or historical value. Having from divers and diverse sources succeeded in collecting it complete I shall be so bold to include it all. It at least teaches that the cleverest diplomacy is that of plate and glass and knife and fork. It shows that surest success in large land deals is in summoning that ally, none other

Than that all softening, overpowering knell,  
The tocsin of the soul—the dinner-bell.

To CRANCH.

(Wednesday, February 25, 1795).

DEAR SIR,

If you are disengaged to-morrow, will you favor Mr Duncanson & me with your company to dinner at 3 o'clock

I shall esteem it a favor if you could oblige me with a mem<sup>m</sup> of the Lots you could allow me the option of, & with information when it is convenient for me to wait upon you—

I remain

Dr Sir

Yrs m<sup>t</sup> Oby

THOS LAW

Feb. 25<sup>th</sup> 1795

THOS LAW Esqr

D SIR—

I will with pleasure accept your polite invitation to dine tomorrow & will take with me the papers from which I shall form the memm you request. If you will ride over the ground noted to you in Mr. Greenleaf's memm I will call upon you at 12 o'clock for that purpose. Shall I have the favr of the company of you & Mr. Duncanson to dine on friday 2 o Clock

I am D Sir

Your obedt Servt

W. CRANCH.

CRANCH TO GREENLEAF.

February 27, 1895.

He seems pleased with the city, and some very great alterations must take place in his ideas before he will consent to relinquish his purchase—Captn Duncanson has said something of making a purchase upon the same terms with those of Mr. Law—perhaps I shall make a contract of the same kind with him.

CITY OF WASHINGTON March 1, 1795

THOS LAW Esq

Dr SIR /

I am obliged to meet Mefsrs Morris Nicholson & Greenleaf in Philada before roth instant. I am therefore as anxious as you can be to complete your selection.—

with respect &amp;c I am Sr

Yr obedt

I hope for the pleasure  
of meeting you at Mr.  
Young's at dinner.

W. CRANCH.

CITY WASHINGTON 3<sup>d</sup> March 1794

DEAR SIR /

Will you sell to me the amount of from Eight to twenty thousand pounds Pennsylvania Currency of square feet in the City of Washington to be selected by me, from all the squares you have given Mr Law at Latitude to choose from (excepting those lots which Mr Law has now chosen) at the rate of five pence Pennsylvania Currency pr Square foot, & subject to the exact Tenor of Mr Laws articles of Agreement with Mefsrs Morris, Nicholson & Greenleaf—I also wish to know, such part as I may not be able to give ready money for, at what periods of instalments, you would fix for the residue—

The terms of payment I can propose. As I must go to New York to Sell Stock &c for ready money—A note payable one month after date & it will be good that time before I can have inspected my Lotts—Do of the residue one 3<sup>d</sup> in six months—and the remainder of the residue, one year without interest

I am Dear Sir

Your most obedt St

W. M. DUNCANSON.

Mr. W. CRANCH City of Washington

CITY OF WASHINGTON March 3<sup>d</sup> 1795CAPT<sup>n</sup> DUNCANSON

DEAR SIR /

I have the pleasure of receiving yours of this date—I accept & agree to the proposals made by you—you giving your note payable in one month for seven thousand pounds Md C.<sup>y</sup>—your note for one third of the residue of the amount of the Lots you may select, payable in six months, and your note payable in one year for the residue of said Amount, the whole without interest.

I am, Sir,  
your obedt Servt

W. CRANCH.

I will expect your final Answer on next thursday morning

W. C—

CITY OF WASHINGTON 5, March 1795.

DEAR SIR /

Agreeable to your letter of the 3d instant I have examined the squares from which Mr Law will be entitled to choose his number of Lots, and after he has chosen there will remain in those squares none equal in value to Mr Laws—in fact for his Choice I would with pleasure give six pence sooner than four pence, for that I am to choose, after him, I therefore leave to yourself whether my choice is equally four pence as Laws is five pence per square foot; and in every other respect agreeable to the Tenor of my Letter of the third to you; on these grounds I am ready to conclude the agreement before you go.

I am Dr Sir  
Your most obt Servt  
W. M. DUNCANSON.

CITY OF W. March 5<sup>th</sup>, 1795CAPT<sup>n</sup> DUNCANSON

Dr Sir

I recd you favr of this date and think there is some justice in your observation as yours will be only a Second Choice, and if M<sup>rs</sup>s Morris, Nicholson and Greenleaf should not think their Sale to Mr Law as too cheap, I think there can be little doubt of their complying with your propositions—But as my authority does not allow me to Sell under 5d pr -Sq-foot I cannot absolutely agree to them. I will however aſtent to them, ſubject to the ratification or disavowal of M<sup>rs</sup>s Morris, Nicholson & Greenleaf.

I am Sir, your obedt  
W. CRANCH.

CITY OF WASHINGTON

5 March 1795

at noon

Dr Sir

I have received your letter of this date & agree to it on these conditions, conſident of the liberality of M<sup>rs</sup>s Morris, Nicholson & Greenleaf

I am &c  
W M DUNCANSON

Greenleaf without the help of Morris and Nicholson negotiated the sale to Law. Morris and Nicholson received the entire proceeds and Greenleaf credit on account for his share. Cranch had the notes of Duncanson and intended to deliver them to Greenleaf as an offset yet the rapacious partners vigorously demanded division. So great even at this time were the calls upon the syndicate that Law's considerable payment \$133,333 afforded no appreciable relief.

Law made the transaction of his life through Greenleaf and looked to him naturally for protection; and independent of this circumstance, he had confidence in him and less in his associates. Law's request for a mortgage to which Greenleaf acceded was a shrewd business move and it saved his investment entire. However without Greenleaf's acquiescence and assistance Law might not have received this indemnity; gratitude was owing to Greenleaf and the grateful debt was unacknowledged. Law is the only creditor who received his advance in full; no other, a moderate percentage.

DEAR GREENLEAF

(April 30, 1795.)

Since I made our first agreement—I have to write my friend that the purchase is made absolute, & I mean to tell them that they may be off if they please, & in that case will you on your own acct take 5000 £ Stg.—I offer it to you as being most advantageous—Pray give me a mortgage on enough of Notley Youngs property 50,000 £ till I can finally settle the squares—enable me I entreat to write my friends thus—

"By drawing upon you at an exchange of 10 pr ct I have gained for you that profit, but without consulting you I have done away the option of returning the squares if I disapprove of our purchase & therefore deem myself responsible, & Exchange being at par or below will upon rec't of your answer remit your principal 5000 & profit by Exchange & Int' if you are averse to the Concern—

I have obtained a mortgage of squares which Mefrs Greenleaf M & N held in fee simple, till I can have the squares selected by me properly conveyed over

This mortgage can be easily done & pray oblige me—Think not Dr Greenleaf that I have any Doubts of your security, my sole motive is to satisfy my friends at home, & to do away all censure of me—you know they will expect it of me

I remain

Yr Sy

T. LAW

Dr GREENLEAF

(May 1, 1795)

As I have made the purchase absolute with the consent of Mr Blane who holds 5000 £ in the Concern I request to know whether you would wish to have the 5000 should he regret it—

I offer to you as I deem myself bound so to do, to one who has acted so liberally—Yrs &c

T LAW

Friday Mong 8 May

**DEAR LAW**

I would come & breakfast with you agreeable to your Desire did not our friend Mr. Lear breakfast me, & who has important business to regulate with me before his Departure—

if you will accompany me to the City I will wait till next Friday for you & we can, if together doubtless fall upon some method or other of obtaining Carrolls titles, who must of necessity give them in Sept next—

Do my most worthy friend Determine to accompany me, & add to the obligation you have laid me under by giving me your confidence, that one of gratifying me in the wish I have the most near to my heart—

Yr most affectionate

J GREENLEAF

T. LAW Esqr

(Copied from Letter book page 2332)

NEW YORK May 11, 1795

**THOMAS LAW Esqr****MY DEAR SIR**

I thank you for your kind offer to interest me in the place of Mr Blane in your Washington purchase should he decline holding the part reserved for him (say £5000 Stg) in that concern—in which case I will cheerfully do it on the terms of your last contract with Morris Nicholson and Greenleaf, and shall in consequence hold myself bound to pay my proportion of the original purchase money with legal interest thereon—

believe me Dear Sir

Yrs &amp;c

J GREENLEAF

July 4th 1795

**DEAR GREENLEAF**

You have a copy of my two Lres to the Commissioners. six squares they promised to convey to me & I was promised an answer in two days to the Lre I addressed respecting the Wharf &c but I have not yet been favored with an answer. Barry is urgent—he wants to erect a store there & to purchase grain & to build a ship—I mean to set up an agency house with him for East India Commissions in short I wish to benefit myself by promoting the City—Have I been wanting in respect or in attentions—my style is not harsh not immoderate—Yet not a line have I received from them—Do not the Commissioners in their agreements with you strictly require you not to sell before Janury 1796 with stipulations for buildings—who however will build without titles—They ought to rejoice at subdivisions of property and should encourage settlers in the City by every accommodations—They should have been obliged to settle near the Capitol whereas unfortunately they have made purchases near George Town—I beg of you to obtain some Decision & Titles or let me relinquish the City & be no more embarrassed—Three visits have I made there—I had taken one step but can yet retract—The City can only be made by the Eastern Branch. The President himself when he sees all that has hitherto been done will feel how much that part of the City has been overlooked—he will pity the ignorance of the man who proposed the Canal to run by 697 & 699 & 743 instead of 2 & L Street or between 742 & 769—he will blush when he perceives where the Commissioners

have made their wharf—in short he will order some measures to be adopted to let the City branch out from the proper root the Eastern Branch—Crocker writes justly resp<sup>t</sup>e the Commissioners “That they do not posse<sup>s</sup> minds sufficiently enlarged to promote the real interests of the City if they wished it”—

Pray rem<sup>b</sup> to have the Post office established at the Capitol

I have written to Crocker not to say a word pro or con respect<sup>s</sup> any part of the City—I have written to him also that Lusette is to have the one horse chair & to bring them with him.

The President & every one would be surprised at the rapid growth of the City if decisions were pased—respecting the right to erect Warehouses on the wharves George town cannot for the ice—New York flourishes by the facility of loading Vessels from stores on the Wharves—Season goes away after Season & the year 1800 will be soon upon us. You gave a Spring to the City by your Contract & buildings The Commissioners—You are building on N Street & will unite your Point & the Eastern branch

I am sorry that the Capitol has had an accident but I am not surprised—Hoban when he began the President's house built one for himself close to it—The Commr<sup>s</sup> had one close to the Capitol which they sold to the Clergyman—The president is too mild & he will regret it. *The Commr<sup>s</sup> should be obliged to reside some where near the Capitol till then every thing will be counter-action and error—*

You know that Scot when he rode round with me did not know Maryland from Pennsylvania Avenue—how should he? Carroll altho enfeebled with age was the most zealous & active of the three—but no more of this I am heartily tired of murmurs to you who must be sufficiently chagrined—harmony & Union can do great things—they however cannot exist whilst the Commr<sup>s</sup> reside *West of the President's House*. I subjoin my numbers of the elected squares—in some most of the Lots have been sold—

Between the Presidents house & Capitol

*	*	*	*	*	*	*	*	*	*	*	*
East of the Capitol											
*	*	*	*	*	*	*	*	*	*	*	*
New Jersey Avenue											
*	*	*	*	*	*	*	*	*	*	*	*

Selection I will return—some of the squares are not measured or laid out—I had made the selection long ago

Yrs Sy

THOMAS LAW

DEAR GREENLEAF

I have been rendered very uneasy by Le Garennes Lre—in my first negotiation with you, your candor so confirmed the character I had received, that I did not read over the first deed—I placed more reliance in *your* words, than in any other persons writing—I have all along attached myself to you from a sincere regard & hoped that you would extricate yourself from your embarrassment with Mrs M. & N. by taking the whole City concern into your hands—that desirable expectation is now completely frustrated & the very reverse of it effected—

I engaged to build within a certain period & you at the same time engaged to give me title deeds—I made my Contract irrevocable in the hopes of obtaining

title deeds & of begg building immy you was rather hard upon me when you desired me to make the bargain absolute, but your reason influenced me *Vizt that it would go abroad and give a spur to the City & promote your views*—I now rely upon you for obtaining for me a Writing to the followg Effect, “Whereas Mr Law had an option of rejecting his purchase made upon on the 4<sup>th</sup> day of December 1794 within 18 months & whereas it was agreed that the said Thomas should build a certain number of houses within four years after he so made the bargain absolute, Now the condition is that Mr Law is not required to build the houses specified till within five years & 6 months from the 4<sup>th</sup> of December 1794 aforesaid”—

I request this to prevent disputes & prosecutions—I made a common cause with you & hatred & malice will persecute me—The change is compleat as any in France—The Jacobins will persecute the Moderees—pardon me if I hurt your feelings—you must be conscious that mine are lacerated—if you obtain this writing for me & if Morris & Nicholson will say that the building required in compliance with their contract & that they do not mean to be rigid as the Comm<sup>r</sup>s then will I join to go on—if not—like an hunted Boar I will seat myself at the end of New Jersey Avenue relinquish all my plans of promotions & foam & goar till I fall under chagrine—People in England will triumph if I fail—in short an accumulation of mortifying circumstances will overwhelm me—You are going to England in short when I cast my eye around, I see all my pleasing prospects vanished—I have written to Legarrene.

I had much to say & a long story to relate about a certain person who gave us some uneasines in Philadelphia—but my mind is too full of the present important transaction respecs Washington City

Yr Sy

T LAW

NEW YORK

July 12<sup>th</sup>

I rely upon having the original Title Deeds of the Comm<sup>r</sup>s & Notley Young to confirm my mortgage—

I rely upon having also a Contract under a penalty that the first conveyance by Carroll shall be to me—

I entreat of you as a friend to do this—You told me you know that you had the Title deeds forthcoming & I went to the City under that persuasion.

THOMAS LAW Esq<sup>r</sup>

PHILADA July 15, 1795.

My dear friend

The only circumstance that would render disagreeable to me the assumption of M & N of the whole concern in the Fed<sup>l</sup> City is the uneasines I find it has created in yr mind, & which I shall remove by every means in my power—Lagarennes in his letter to you has explained the imperious motives which have induced me to divest myself of an object to which, situated as I was with M & N & the Commisrs I felt conscious it was no longer in my power to render that justice it merited—I can only repeat therefore that nothing short of absolute necessity has guided my conduct in that busineſs & you, my friend, as well as Duncanson, will, I trust, (when I have it in my power to explain more fully my reasons) not only exculpate me from the charge of Selfish, narrow or contracted

views; but be convinced that I have been actuated by pure & honorable principles and that (to save me from a labyrinth of difficulties & vexations), I would never have consented to the bargain, had I conceived that it would in any wise be injurious to the interests of Two friends whose interests & happiness (from the first moment of my connection with them, I never had an idea of separating from my own.

The *Original Deeds* given by the Commiss<sup>s</sup> & Notley Young are with Mr Cranch at Washington—*authenticated copies* only are at New York which shall be furnished you on my return—With regard to the improvements you have obligated yourself to make, no difficulty shall be made to extend to the term you propose Vizt five years & an half from 4 December. And an order shall be procured for Mr Cranch to transfer to you the property which I shall be entitled from D Carroll on his receiving payt 26 Sep<sup>r</sup> next,

Should the fear you express of failing in your undertaking be grounded, it would indeed render me wretched, & there is no sacrifice I would repine at to prevent or repair, so far as it lies in my power a misfortune of that kind; But it is not, nor can it be the case—& trust to me that I shall on no account ever suffer you to be injured, while it is in the pale of possibility to prevent it. What I say & solemnly declare to you is equally meant for our friend Duncanson, to whom I would give the same assurance & pledge my honor, had the short time I have left to close my immense & complicated concerns, allowed me to so do it.

Let me intreat you, therefore my worthy friend, to ease your mind, & do not suffer groundless apprehensions to lead you to a misconception of the principles & delicacy of a friend, in whom you never shall have reason to repent having placed an implicit confidence, and do not suppose, my dear Law, that what I say with regard to a continuance & a willingness to aid and assist your views, is meant as a momentary *palliation* for the present unintended disappointm<sup>t</sup>, but consider it as an *engagement* on my part to support & promote by every means in my power the interests & the happiness of a Man for whom if you do justice to my sentiments you will be persuaded I feel the warmest return of attachment & friendship.

Let me repeat, what Lagarenne has already said in my name, that if you conceive it for yr advantage or security, I will cheerfully interest myself in your contract & shall, with more pleasure than I ever did, go hand in hand with you in insuring success to an establishment which has not, nor ever will cease to be very dear to me.

This profession will I hope dispel from your mind the clouds that circumstances have tended to collect there and trust in me, my dear Law, that at all times you will find in me a sincere and unalterable friend—

JAMES GREENLEAF.

At the letter's date Aaron Burr was United States Senator. His name with large sums opposite appears in Greenleaf's *account current*.

To GREENLEAF.

(December 14, 1795.)

"I was sick & you did *not* visit me"—for which sin of omission I hope you will atone in some other way—I have amused myself very piously by reading

your paraphrase of a part of the bible, which devout employment has inspired more feelings than ideas—

At what hour & place in the morning shall I see you about the Bill—Let it be payable to John Lamb or order—

Yr affec

A BURR

14 Dec Evng

The correspondence turns from him of iron nerve and empire aspiration to another whose name with his is linked and who “to guide the chariot” was content not to hold the reins but to point the way. It is said that Burr in Boston suddenly confronted by the statue of Hamilton unabashed, unhesitatingly, ran his hand over the features and remarked to his friend who tried to avoid it “Here are the lines of poetry.” The first Secretary of Treasury established the nation’s credit by the funding system and before with Jay and Madison established the nation itself on a firm base by a series of essays in the “political classic,” the *Federalist*, advocating the adoption of the constitution.

GREENLEAF TO ALEXANDER HAMILTON.

NEW YORK, July 27th, 1796.

DEAR SIR :

In the indispensable necessity of an immediate though short respite from business, united by motives of interest, and an unbounded attachment to reputation, induced me to make a proposition to you of a pretty extraordinary nature, but which after due reflection I flatter myself will be deemed not unworthy your attention. My engagements of every possible nature do not exceed twelve hundred thousand dollars, and my real and personal estate may with ease be liquidated and made to produce five millions of dollars; say, rather a million dollars annually for five consecutive years; but in consequence of some important and unexpected delinquencies on the part of persons whose engagements have become due to me, and must be paid from securities given my own engagements become due more rapidly than my means (without having recourse to improper operations) can be made to answer. If you will now be induced to aid me with your name, responsibility and talents, in the liquidation of my concerns and payment of my engagements, in such wise that no undue sacrifice of property shall result, and my name be borne through with the credit and propriety it deserves, the one-third part of the net residue of my whole estate, both real and personal, after payment of my engagements, shall become yours, provided you will consent that the mass shall remain undivided for ten years, and constitute the capital of a banking-house, to be established either in this city or at Philadelphia, in our joint names and under your sole guidance, and the profits divided between us in equal portions.

I have reason to believe that, with the aid of your name and our joint responsibility, accompanied with the names of three other persons as trustees for

deposited property, it will by a reputable mode of financing I shall communicate, be practicable for me to obtain the use of a million of dollars at legal interest for the average term of five years, and with this sum I should calculate on being able to pay off all my engagements with due credit and advantage, as considerable amounts are due at distant periods, and may be purchased in at a considerable discount.

If these outlines so far meet your approbation as to induce you to wish my entering into a particular detail, it shall be done at such time as will best suit your leisure and convenience.

ALEXANDER HAMILTON TO GREENLEAF.

NEW-YORK, July 30th, 1796.

DEAR SIR:

I have carefully reflected upon the subject of your letter of the 27th instant.

Though the data which it presents authorize an expectation of large pecuniary advantage, and though I discern nothing in the affair which an individual differently circumstanced might not with propriety enter into; yet, in my peculiar situation, viewed in all its public as well as personal relations, I think myself bound to decline the ouverture.

With great regard, I am, dear Sir,

Your obedient servant.

PHILA 20 July 1795

MR WM CRANCH

SIR

Mr J Greenleaf has communicated to you the Change which has taken place in regard to the property which did belong to him Mr Nicholson & me of his share therein, and he gave me assurance that you would continue your Care and assiduity in regard to that property until we might make such arrangements as to the future management as might be judged proper—I depend on this assurance—Hitherto I never gave myself any trouble about it because I depended upon Mr Greenleaf's Care & attention, but now I feel myself in a different situation & however inconvenient a portion of my time must be devoted to this Object—it seems that we have bot of Mr Greenleaf at a time when our affairs under your Care are in disgrace & distress, which ought never to be the case and which if I can prevent shall never again happen after they are once extricated—Mr Greenleaf has given me Extract of your letters to him dated the 13<sup>th</sup> & 15<sup>th</sup> July—it would not be doing Justice to myself if I did not tell you that Mr Greenleaf ought to have made payment to the Commrs<sup>s</sup> of my part as well as his own of what was due on the 1<sup>st</sup> of May because he owed me much more money at that time on acct of my payments for his Share of Lands purchased on our joint acct—to this effect I wrote him when I consented to his drawing those bills on me in favor of Mr. Deakins or the Commrs as you will see by the enclosed Copy of my letter to him which I send for your own conviction and not with any hostile intent to Mr Greenleaf, nor from any desire to raise my own Credit at the expense of his—the tables are now turned Mr Greenleaf has lately paid me \$45000 in my notes that were due, on which he

got six months accomodation that was offered to myself & which if I had taken it & required money of Mr Greenleaf as I had a right to do, that money would have paid my Acceptances—The purchase Mr N & myself have made of Mr G & the payment he has made me in notes has turned the Tables and I am now become his Debtor—

I have however provided Funds to pay my acceptances to the Commiss<sup>r</sup>s—These Funds at present exist in undoubted good Bills of Exchange & must therefore be turned into Cash which is so curiously scarce here that nothing will command it—You may assure the Commiss<sup>r</sup>s that my acceptances will be paid as fast as these bills can be sold which I suppose cannot require above a week or ten days.—Mr Nicholson I know is trying to provide for his and I expect he will succeed. We will also provide remittances to enable you to discharge arrearages and as soon as posible a plan shall be formed for future proceedings upon a Basis that will be supported without embarrassment—in the mean time you will avoid as much as posible incurring any Expences or Debts—I will very soon address you again being

Sir

Yrs

ROBT MORRIS

## MORRIS TO WILLIAM CONSTABLE.

PHILA July 27, 1795

Mr Greenleaf offered to buy or sell the Washington Lotts at a price & on Terms which he named—This was manly, and I first concluded to sell, but on further Consideration Mr N & myself concluded it was better to buy because it was more likely that the Lotts would command money to pay our Debts than Mr G<sup>s</sup> paper.

PHILADA April 19<sup>th</sup> 1797

Meſſrs WILHEM &amp; JAN WILLINK

AMSTERDAM

GENTLN /

I was obliged to visit the City of Washington & remain there several Months engaged in clearing away the Clouds and difficulties in which Mr James Greenleaf had involved our Joint property there. In short the unhappy engagements which I had been tempted to make with that man, have proved a source of vexation & misfortune to me beyond anything I could have conceived posible—My whole time and attention is neceſſarily called for to extricate myself; as our means of doing it Mr Nicholson & myself purchased him out of all the concerns in which he held an interest with us, in doing this as well as in other transactions we were obliged to iſſue a large number & amount in negotiable notes, at the fame time ſuch a general scarcity & want of money has arisen in this Country that we cannot ſell the property or obtain loans, our ready money run out and not being able to pay as the notes fall due they have depreciated down to nothing, and we are held in continual ſcenes of diſtreſs.

I remain with Esteem &amp; respect Gentln /

Yours &amp;c

ROBT MORRIS.

PHILADA Septr 21<sup>th</sup> 1795

His EXCELLENCE  
Geo WASHINGTON Esq<sup>r</sup>  
Dr SIR

You will readily believe that I have suffered severe mortification at being in arrears with my Payments to the Commissioners of the Federal City, but my feelings are still more deeply wounded at the idea of an application from them to you upon this subject. The only apology I can make for being in that situation, is the Impossibility of obtaining money for the sale of property or upon Loan, I have long & unceasingly endeavored to procure it and have offered to make sacrifices that sufficiently prove my anxiety. Mr Law gave me some faint hopes before he went from hence that he might accommodate me with the sum necessary to discharge the arrearages of Mr Nicholson & myself of which he was to give me information after his arrival at the City. The offers I made to induce him thereto were such as I think he will accept if the money can be commanded without too much in convenience to himself—However I was not untill the receipt of your letter acquainted with the necessity there is for supplying the Commissioners with money, and immagined that a little delay was not of any *real* importance. I see the matter now in a very different light & will immediately commence my remittances & continue them untill my part of the arrears are discharged, that part is \$15000, Mr Nicholsons \$25000. As to the loan mentioned in the Treasurers acc<sup>t</sup>; neither he or I, have anything to do with it, excepted in our written Contracts with Mr Greenleaf and I peremtorily refused to engage in the Concern upon any other terms. It is therefore Mr Greenleafs affair solely. What were the inducements that led the Comm<sup>r</sup> into the first Contracts with Mr Greenleaf I neither knew or enquired, the purchase was made by him and afterwards I agreed to take one third part therein, in the expectation of fulfilling my part of the engagements specified in the Contract (the Loan excepted) and of gaining a handsome profit upon resales of the Lotts & Houses. To the second Contract or purchase, I am a party, my letters written on that subject to the Comm<sup>r</sup> & Mr Greenleaf show what were my motives & expectations and I will fulfill every obligation that is or can be implied by those letters. No body can suppose that Mr Nicholson or myself entered into these engagements with an expectation of holding the property. It was from the beginning & is now our intention to resell when it can be done to our satisfaction & I believe the interest of the City will be more certainly promoted by interesting a number of Individuals, than by any one or two men, continuing to hold a large number of Lotts. Thus I think that on Sales to Mr Law, Mr Duncanson, Genl Stewart &c is of much more advantage to the City, than if we had continued to hold the whole. My intention is to settle my son William in the City (if he continues in the same mind as when he left me) and of course to retain a considerable interest therein. I must also add that by purchasing of Mr Greenleaf we have not increased the payments we now have to make to the Comm<sup>r</sup>, what we owe, was due before we made that purchase, and the future payments are but little increased thereby, in those we do not expect ever to be delinquent.—Our embarrassments have arisen from another source, Mr Greenleaf is under Contract with his hand & seal, to provide us with money to carry through the operations which at his instance we were tempted to undertake, but the French invasion of Holland put it out of his power to fulfil his engagement The failure being occasioned by public Events which

could neither be foreseen or avoided, we became the victims, have paid immense sums & have more to pay, all which we have submitted to without complaining as he in some degree has been a sharer in the misfortune and inconvenience.— Pardon me my dear Sir for troubling you with these circumstances but sensible as I am of the very friendly terms & intention of your letter, I thought it due to you & to myself that you should know something of the cause of that delinquency which has called for your interference. I am of opinion that under existing circumstances the Comm<sup>r</sup>s would not stand justified were they to advertise our property for sale to discharge the present debt due to them by Mr Nicholson & myself, and at any rate I hope they will not do it, for you and they may rely that our exertions shall possest them of the money much sooner than they could obtain it by such sales. I return herewith Mr Scotts letter & the accot & shall make him my acknowledgements hereafter for the sentiments he has exprefsed personal to me.—With the most sincere affection & esteem I am Dr Sir

Your obliged & obedt hble Servt

ROBT MORRIS.

SIR

You have already had an offer of Mr Nicholsons & my concern in the Great Falls of Potomack or Matilda Ville which if I understand your answer right you declined.

My opinion of that place is that it will require a large Capital to make any thing of it besides the personal attendance at that Spot, of He who expects to improve to advantage I shall therefore sell to Gen<sup>l</sup> Lee my right in it unles you make me a better offer.

Yr hble servt

ROBT MORRIS—

JAMES GREENLEAF Esqr

March 8th 1797

The letter is introduced merely to exhibit the syndicate's ownership of this wild and wondrous work of nature, and that they at that time planned the utilization of its power, at this time so inadequately employed.

PHILADA 20 April 1795

THOMAS LAW Esq<sup>rs</sup>

CITY OF WASHINGTON

DEAR SIR

Your letter without date arrived a few days since—Mr Greenleaf was here and I read it to him, but as the President was gone nothing could on our part be done in respect to the several points which you recommended as necessary to be done, but as you will have opp'y's of conversing with the President on the spot I am in hopes that your Observations will have the weight they deserve, and produce effects beneficial to the City of Washington—The president I know is sincerely desirous to promote the growth & prosperity of that City. Convince him of the best way of doing so and you may be sure of his cooperation—Mr Greenleaf will be at the City early in May, I should like to come with him but doubt the practicability of my leaving this Theatre of action—We thank you for your Congratulations on the marriage of my Daughter who is and I hope always

will be happy—I think you had best look out elsewhere, and not from any Expectations from my tipping off, for I think your patience may be compleatly worn out before that event happens to

Dr Sir

ROBT MORRIS.

PHILA July 1, 1795

THOMAS LAW Esq<sup>RS</sup> (N YORK)

DEAR SIR

Your communication from New York under date of the 26 ulto you say is in confidence, otherwise I would have enclosed the whole to the President, and I do so yet if you give me leave—At any rate I shall take the first Oppy of conversing with him on the subject—I lament that there should be any cause of Complaint. If there is any jockeying work we must resent as well as lament, but then we must be clear and certain that the Charges are well founded—I expect Mr Greenleaf here, after which you shall be informed of what pases in regard to this business of the Federal City—

I remain D Sir

Yrs

ROBT MORRIS.

PHILA July 18, 1795.

THOMAS LAW Esqre N YORK

DEAR SIR

I carried in my Pocket for some time the letter which you honored me with, together with that from Mr Barry to you, intending to shew both to the president, but after opening a Conversation with him on the subject of the Federal City I concluded it was better not to produce those letters because they contain general and not specific Charges against the Commissioners—The President with great propriety observed that if the Comm<sup>rs</sup> gave any real cause of Complaint, the Cause or Causes on which Complaints are grounded ought to be specified so as to enable a correct Judgement to be formed and a prompt decision in Consequence—For my part I do not know either of the Gentn Commis<sup>rs</sup> nor the things alledged against them but this I know, that it is very necessary that a good understanding ought to be preserved between them, Mr Nicholson & myself so that we may act unitedly in promoting the growth and prosperity of the City, and let who may be Commissioners, I will endeavor to promote and preserve a good understanding with them, being well convinced that disputes & Contention may injure but cannot serve the Common Cause—I think the president is disposed to give his assent to the building of Stores upon the wharves & if Mr Barry, Mr Duncanson or you follow up the application you will obtain a decision and I believe one to your wishes—I told him that it would be in vain to attempt such a Regulation because it could not be preserved any length of time—The Interest of all Holders of Water Lots would combine against it, and sooner or later they would carry the point—The same thing was attempted when the City of Philad<sup>a</sup> was first laid out, but the plan could not be preserved altho' it would have made a most beautiful street of three miles long fronting on the Delaware & have given a walk the whole length, commands a view of the River and every thing moving thereon and have overlooked every thing that was doing on the wharves & Quay—Interest however got the better of all other Con-

siderations. Water Street is built where the Quays and Stores or Warehouses should have been and the latter are on the Wharves—I believe the same thing has happened wherever restraints of the kind have been attempted and the President said if the System could not be preserved it was best not to begin with it—therefore convince him that the Owners of Water Lots will not *cannot* be restrained from building on their wharves and he must yield the point—I wish also to do away all Restraints about building, except that of conforming to the lines of the Streets Lanes & Alleys as laid out, because I am sure the Houses will be increased much faster if every Owner of a Lot is allowed to do as he pleases than it possibly can if he is obliged to follow the *will* of another—There is however greater appearance of difficulty in gaining this than the other point.—Mr Greenleaf has told you of the sale he has made to Mr Nicholson & myself—This purchase increases our Interest & our Cares in the success of the City—Before I rested myself upon Mr Greenleaf's attention to it—now I must look after it myself, and I will do so—I expect my son William from Europe the ensuing fall & shall fix him in the City of Washington for life I expect—He will of course become my Agent, and feel an interest in the good management of the Estate—In the mean time I will pay every attention in my Power, and I beg leave to assure you that both Mr Nicholson and myself are entirely disposed to accommodate you and Mr Duncanson, to promote your interests and gratify your wishes in every thing that can reasonably be expected of us—I hope it may not be long before we shall have the pleasure of seeing you this way—I am

Dr Sr Yrs

ROBT MORRIS.

PHILADA Novr 22 1796

DEAR SIR

I did not come away from Washington until Mr Nicholson & myself had everything in such a train, that we saw the certainty of your Titles being completed without any farther interference on my part being necessary; and we had received intelligence that demonstrated that my immediate presence here was indispensably necessary to our affairs. I arrived in the nick of time; am usefully employed & shall on this theatre do more to establish your Titles & promote the City, than I could have done by longer stay there. I beg you will assure Mr Law of my esteem & respect & that you will believe me to be your obliged & obedt hble Servant

ROBT MORRIS—

THOS LAW Esq<sup>a</sup> Washington

PHILADA Novr 22d 1796

DEAR SIR

Before my departure from the City of Washington Mr Nicholson & myself had got everything in such train in regard to Mr Law's & your Titles that any longer stay my part for that purpose was deemed altogether useless, as Mr Nicholson could carry all that remained to be done into effect and I doubt not but it is or soon will be done. My presence was indispensable & has produced good Effects not only to our affairs generally but even to all our dependency in the City of Washington. I have written a line to Mr Law, and I wish he could prevail on himself to be quiet until his Titles are completed which is done or soon will be, unles his Wrestlesnes & frequent interferences with Mr Cranch prevents it He

has an excellent Heart & neither means to injure or wound, but without intending it, He sometimes does both. On our part you may depend on the most certain & speedy performance of the duty We owe both to him & you I have told Mr Cranch that you would endorse for him and be assured that I will duly provide for payment I pray you to present me most respectfully to Miss Duncanson whose attentions I shall ever remember with gratitude as I shall with pleasure the marks of your Friendship.

I am Dr Sir

Your obliged & obed servt

ROBT MORRIS—

Wm M DUNCANSON Esqr  
Washington

PHILADA June 21th 1797

To THOMAS LAW Esqr

DEAR SIR

I have your Letter of the 14<sup>th</sup> inst. My son William\* is at Morrisville with his Brother Robert I expect him here today or tomorrow and shall show it to him. He is now to make his Election whether to commence the practice of the Law here or in the City of Washington, perhaps he may choose to visit the City before he decides and if so he will call on you & Mrs. Law altho I suspect his mother will fear the effect of your Eloquence & Mrs Laws influence may have a tendency to fix him at a distance from her.

With the best wishes for your health & happiness

I remain Dr. Sir

Your obedt Servt

ROBERT MORRIS

In the rotunda of the Capitol are two paintings by the soldier-artist John Trumbull *The Declaration of Independence* and *General Washington Resigning His Commission at Annapolis*, in one sits the sturdy Morris and in the other stands Elizabeth Park Custis (Mrs. Law) in the balcony with her grandmother and two sisters.

\* Died October 9, 1798.



## COMMEMORATION.

TURKEY BUZZARD POINT it was; Greenleaf Point\* it is now. The change came with Greenleaf himself. Truly the new name is more grateful to the ear and more becoming this lovely scene where weds the Potomac and the Anacostia. From the heights of the Alleghanies and the Blue Ridge the streams chase through the wood and cascade over the rock to join either arm of the Potomac. The waters gathering strength in their winding course in fiercer gambols break through gorges and leap over boulders. E'er the Point is reached the waters cease their caprice; pass it with dignified pace; join the other waters, and majestically sweep on to the sea.

It is sunny noon of a September day; already the summer green is declining to autumn gayety; Greenleaf now first treads this spot which is to keep his name with the flight of time; it is a greensward encircled with gracefully bending trees reflected tremblingly in the translucent waves as in a burnished vase.

From this vantage-ground to him this picturesque panorama presents: immediately east of the respectable stream, James Creek,† Carrollsburgh, in it an only mansion, brick and wide, on the bank of the Annakostia, the home of the founder, Charles Carroll, father of Daniel Carroll of Duddington; directly across, another point, Geesborough and a landing; farther south on the other shore, wreathes of smoke and the spire of Christ Church, aristocratic Alexandria; on the same side and

\*In the *Washington Gazette*, 1796-'8, it is invariably Greenleaf Point; in the *Intelligencer*, 1800 and after, Greenleaf's Point. The English visitor, Weld, writes it "Green Leaf's Point."

†James Creek originally called St. James Creek in 1759—George Watterston's manuscript.

nearer, the Custis plantation, Abingdon, and a glimpse of the old homestead in the grove; on the city side of the Potowmac, the pretentious manor house of the proprietor, Notley Young; somewhat farther on the settlement of Hamburgh, in which distinctly, the house of little brick from Holland, residence of Peter Funk, its founder; and beyond the Key of All Keys, (the great rock,) dimly, the tops of masts at the Wapping, Georgetown, and the college on its heights; and, up the river for Georgetown, ships with cargoes of cloth from London, silk from Marseilles, liquors from Rotterdam, sugar from Havana, coffee from Port-au-Prince, wares from every mart; and, for the town in Governor Bladen's honor, a few craft with tea and other commodities.

Greenleaf enjoys the view; and decides this wedge between the rivers, beautiful for residence and useful for shipping, the Battery of the Nation's City to rival in beauty and utility that of the Empire City where he now resides.

And he further decides when he shall be in possession of the vast fortune he is to realize from the sale of the three thousand lots, the contract for which the clerk up at the Commissioners' is now engrossing he will build on this spot and this sward shall be his lawn, these trees his shade and this supreme view, his own.

And a few years after in financial stress he lets go all his holdings in the federal establishment all except this dedicated spot. And in the indenture is the reservation "Except square 506, square next south of 506 and square next south of the square last mentioned;" three squares on the bank of the Potomac beginning one square south of the present Arsenal wall thence southward. And when the stress was still greater he sold to his close friend, William Deakins, junior, from whom he could redeem, the two squares northward. And when the stress was direst sold the remaining square to his wealthy brother-in-law merchant, John Appleton, with the hope of eventual recovery.

The life of James Greenleaf is commemorated in another and as appropriate direction. In company with the solid blocks of residences constructed by James Greenleaf, in architectural style of the Georgian period and cultured as far as brick can be, is the Greenleaf Building, the public school, on Fourth between M and N streets, southwest. From its loca-

tion on the Point the school might be called Greenleaf yet the real reason is a more worthy fitness.

He was a scholar and a ripe and a good one.

He was a linguist. He had in store the languages of Holland, France, England, Germany, Spain and Italy; and, of the classic, Greek and Latin. He was most erudite and a most masterly letter writer. The Greenleaf family, bole and branches, has honorable distinction in book-knowledge and exalted station yet in another way, James Greenleaf is the peer of them, all.

Though learn'd, well bred, and though well bred, sincere.

Wealth he had and better, learning; learning he had and better, culture; culture he had and better, character. Judge Wylie began his practice when Greenleaf was more vividly in the mind; and the Judge told me: "Greenleaf was a great lawyer and a noble character."





## TWENTY-BUILDINGS.

WHEN one nowadays speaks or writes of early Washington and contrasts its penury then with its prosperity now, "for the same reason that influences individuals who have obtained wealth and position to exaggerate the poverty and difficulties which surrounded their early days,"\* he summons to his aid that cynic from the nutmeg State. I have tried to neglect the Hon. John Cotton Smith, and if his allusion had not been so direct to the subject, the issue would have been success.

Hon. Mr. Smith was of the first House of Representatives that sat in the Capitol and in later years recorded his recollections of 1800:†

Nor was the desolate aspect of the place a little augmented by a number of unfinished edifices at *Greenleaf's Point*, and on an eminence a short distance from it, commenced by an individual whose name they bore, but the state of whose funds compelled him to abandon them, not only unfinished but in a ruinous condition.

Mr. Smith's "edifices on an eminence" were by the common people of the neighborhood dubbed "twenty buildings" on "twenty-building hill;" which plebian phrases although not so elegant are as expressive.

Perhaps I ought not to have stigmatized Mr. Smith as a cynic, and perhaps, I ought to overlook his exaggeration as he wrote for the entertainment of his contemporaries and his prophetic soul divined the assistance he would be to those who should make oratoric and graphic contrasts.

\*Quoted from Removal of the Seat of Government to Washington—*Wilhelmus B. Bryan*.

† The Correspondence and Miscellanies of the Hon. John Cotton Smith, L.L.D.

And this is all that was "visible" to Mr. Smith except the unfinished edifices at Greenleaf's Point and on the eminence nearby.

Instead of recognizing the avenues and streets portrayed on the plan of the city, not one was visible, unless we except a road with two buildings on each side of it, called New Jersey Avenue. \* \* \* Between the president's house and Georgetown a block of houses had been erected, which they bore, and may still bear, the name of the *Six Buildings*. There were also two other blocks, consisting of two or three dwelling houses in different directions, and now and then an insulated wooden habitation. \* \* \* There appeared to be but two really comfortable habitations, in all respects, within the bounds of the city, one of which belonged to Dudley Carroll, Esquire, and the other to Notley Young, who were the former proprietors of a large proportion of the land appropriated to the city, but who reserved for their own accommodation ground sufficient for gardens and other useful appurtenances.

The enumeration of improvements at that date in Hines' *Early Recollections of Washington City* is dissimilar quite with Mr. Smith's census.

The Commissioners through their clerk, Thomas Munroe, submitted a statement of the buildings in the city to the President—*American State Papers, Vol. I, pp. 254-257*: Houses in a habitable state, 15th May, 1800: brick 109, frame 263, total 372; finished since 15th May, 1800: brick 82 frame 145, total 227; purposed to be finished before 15th November, 1801: brick 16, frame 6; houses unfinished: brick 79, frame 35, total 114; or houses finished and unfinished brick 286, frame 449, total 735.

On September 26, 1793, Greenleaf and Daniel Carroll of Duddington entered into an agreement whereby the former was to purchase of the latter every alternate lot allotted in the division to the proprietor (Carroll) between the forks of the canal for £30 (\$80) each; Carroll was to invest the proceeds and Greenleaf £3000 in two years and £3000 in four years, in improvements in that latitude. As Greenleaf was to receive the public lots he would have had with the proprietor's three-fourths of all, within the forks aforesaid. Greenleaf and Carroll July 8, 1794, effected a preliminary division of lots; and Morris and Nicholson with Carroll in the summer of 1796, a permanent.

On the same day, by separate articles, Carroll covenanted with Greenleaf to convey him twenty lots fronting on South Capitol street in all convenient speed after the division with the

Commissioners, upon the condition he should erect thereon twenty good brick houses, each twenty-five feet front by forty deep, two stories high, to be completed within three years from date, and if not, the condition of conveyance was to be void and a penalty incurred of £100 (\$266) for each lot not built upon.

On June 8, 1795, the building agreement was so amended that Greenleaf could build houses of any description he desired if they covered an equal extent and were of same height; ten to be built on the south side of square 651, the residue on the east side.

Pursuant to agreement, July 10, 1795, both contracts were assigned, May 13, 1796, by Greenleaf to Morris and Nicholson.

Mr. Cranch says that on February 16, 1796, having eight thousand dollars in notes of the Bank of the United States in his pocket, he offered the same to Mr. Carroll on account of the land contract provided he would concede Morris and Nicholson an extension of one year on the building contract; that Carroll refused and on the next day in writing reiterated the refusal.

From my youth I have heard of Mr. Carroll's obstinacy and how his exorbitant demands defeated the growth of the Eastern end and wrought his own disaster. In this incident is verification.

Mr. Morris upon receiving Mr. Carroll's refusal, resolved at all hazards to complete the houses within the contract time, so curtailed by the tardiness of the proprietor (Carroll) and the Commissioners in the formal division. He wrote, May 20, 1796, to Mr. Cranch, that he (Cranch) and Mr. Lovering in conjunction should act in his behalf in the drafting of plans; and that he should disburse the money and Lovering supervise the work; and Morris also diplomatically hinted a preference for drafts at longest time. I refrain from reciting the sacrifice and struggle of Morris in this connection, on account of the reader that he may tire of repetition of the Financier's trials and troubles and, on my own account, from sympathy for the sufferer. Mr. Nicholson directed Mr. William Prentiss to be for him both fiscal and building agent. As contractor Prentiss put up four of the N street houses. The hardship and heroism of Nicholson were none the less than that of Morris.

The twenty buildings were, in fact, thirty; the enterprise being designated by the contract term. Morris built fifteen and

Nicholson, fifteen. Nicholson built the south eight surely, eleven, probably, on South Capitol street and four on N street.

To September 26, Morris expended \$19,372; Nicholson, \$22,000. On South Capitol street beginning at M, southward, were five houses each twenty-nine feet five inches front; then an alley twenty-five feet wide; then twelve houses each twenty feet wide; then an alley twenty feet wide, then five houses each twenty-nine feet five inches front, the most southern on the corner with N street. On N, were four houses each eighteen feet one inch front; then a vacant space; then four houses each eighteen feet nine inches front, the most western on the corner with Half street. The houses on South Capitol street had "breast summer fronts" and were "capable of making a handsome row of shops." Six were complete at the stipulated time; the others were covered in. Morris had his covered three days before and Nicholson some hour in the forenoon of—that eventful day.

It is Monday, the twenty-sixth day of September, 1796. A fortnight previous Mr. Prentiss had received from Messrs. Morris and Nicholson direction what to do and the where-withal to do it. He had despatched messengers with invitations in polite phrase. And now, are here, some of the first citizens and more of the useful ones, some who earn their livelihood by their heads, and more who earn it by their hands, exponents of thought and exponents of toil, spick and span, for the jollification, two hundred strong. The sun is in the meridian; it is the appointed hour yet where are the hosts? With the morning of the second Mr. Morris journeyed toward the federal city; he had accomplished the wearisome jog and jumble from the brotherly city and for a few weeks had quartered at the Union Tavern in George Town with Mr. Nicholson who had preceded him.\* And still—but around the curve the coach comes in view; a minute and another, the alert Nicholson alights and then the stout Morris. Right in the center of the wide South Capitol street, in front of the edifices, from M extending to N are two parallel impro-

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\**The Washington Gazette.*

Mr. Nicholson being now in the City of Washington invites all persons who have business to transact with him, or with Mr. Morris and himself, to call upon him, during his stay, either at Scott's Tavern, near the President's house, from three to four o'clock in the afternoon, or at the Union Tavern, in George-Town till 7 o'clock in the morning.

vised tables of sheathing and along these tables the guests dispose themselves and at the upper end a similar table connects the two and here the hosts take their seats and there too and close by the first citizens, theirs.

Here's neither want of appetite nor mouths;  
Pray Heaven we be not scant of meat nor mirth!

No there is no scantiness of meat at least—for—within the tables upon the frames are, roasted whole, bullocks two, and mutton too, sable and savory, and the appropriate accompaniments, potato, pickle and all sorts. The cooks are in aprons and caps of white and so, the waiters; the cooks carve and the waiters, or some of them, hustle with might and main, to assist the attack on the good cheer, as the others hurry to apply the needful antidote against choking, the cautious Prentiss has had the precaution to provide.

And while the bubbling and loud hissing urn  
Throws up a steamy column, and the cups,  
That cheer, but not inebriate wait on each.

For the abstainers is here the coffee pot and the tea pot.

Come, my lad, and drink beer!

For the temperate is the malt beverage, and very good brew it is, for is it not from *Greenleaf's Brewery*?

A few gill-sippers their modicum of strong waters.

For the hardened is “a moderate circulation of the bottle.”

The cork shall start obsequious to the thumb.

The effervescent and exquisite patrician refreshing seems to be monopolized by the first citizens. The cigars circulate and the collation ceases.

Outdid the meat, outdid the frolic wine.

And now the feast intellectual. Mr. Prentiss, the master of toasts and of the occasion, briefly introduces Mr. Morris. Up rises, The Financier, mighty in stature, mighty in speech; he extols the excellence of the workmanship of the artisans and mechanics, he tells of the little he has already done to build “the city” (meaning he has done a great deal) and of what great things he intends to do; and in peroration exhorts pride in their city and patriotism for their country. And here it is

in a wave of enthusiastic homage, all rising, the first citizens with outstretched arms exalt their glasses and the excited "Knights" toss their caps and hats in the air, break forth in a cheer, so like a cannonade, as to affright the dames and daughters at "The Point." The first citizens say something in stilted style and the Knights, emulous, in a homely way, make honest response.

The speaking is over and the company commingle, congratulating and complimenting. The ruddy faced, robust Morris, in his bluff way, grasps the hand of each and catches on; to the married it is: "happy man, happy man," to the bachelor, "lucky dog, lucky dog;" makes each feel that he has known him from the days of the cradle and watched his progress with the solicitude of a parent; the nimble and nervous Nicholson bustles around like a bee negotiating neighborly fraternity; Daniel Carroll of Duddington, directs to the mansion on the river bank where he first the daylight saw and tells of the changes in the landscape during his score and ten; William Cranch, the learned in books, unbends and chats with the skilled in tools; Benjamin More, the editor, warns not to miss the next issue of the *Washington Gazette*; Clotworthy Stephenson, Captain and carpenter, describes the laying of the corner stone of the Capitol for he was the marshal; Nicholas King, the draftsman and surveyor of Morris, emphasizes the city's requirement for a public library;\* William Tunnicliff, who serves Nicholson in the same capacity, says the eastern end needs a hotel;† William Lovering looks with pride to his proportion of the edifices; Dr. Frederick May discourses—no, he is too taken with the houses to talk, he hires one and engages the painter to make the proper lettering on the front transom; and—but I cannot particularize every one. *Entente cordiale* is not to be lasting; the master of ceremonies, Prentiss,

\*A library called the Washington Library was formed in 1797; the Librarian was N. King afterwards surveyor of the city—George Washington's manuscript.

† Tunnicliff's hotel was at the corner of Pennsylvania avenue and Ninth street, S. E. The building remains—square 925. A. C. C.

*The Washington Gazette.*

FLEECY HOSIERY,

FOR SALE.

Those who consult their health and comfort at this season of the year, are informed, that the Subscriber has a number of articles, such as Socks, Ankle Socks, Night-Caps, Gloves, Stockings, Drawers and Shirts—All of which he will sell cheap, at the Eastern-Branch Hotel.

WILLIAM TUNNICLIFF

Washington, Jan. 25. (1797.)

espies a dark cloud, yet small, above the horizon and he takes note:

Carroll was or appeared to be on the very best terms with Morris and Nicholson; he appeared well pleased and satisfied; he never heard that Carroll had at any time expressed any sentiments in regard to the erection of the twenty buildings which were not approbatory and much to the honor of said Morris and Nicholson.

Entertainers and entertained disperse and depart with the declining day; and on his beat, the watchman; no—there are no watchmen save the watchful

Owls, that mark the setting sun,

and perched upon the boughs remain in undisturbed sovereignty; and on his round, the lamplighter—no, there is no lamp save the moon, and her willing lamp of liquid light to bless the night.

And sure enough in the next issue of the *Washington Gazette*, Wednesday, the 28th, the editor gives his account and if it is correct can be ascertained by comparing with the one which precedes:

Last week twenty two-story brick dwelling-houses, begun by Mr. Robert Morris and Mr. John Nicholson, about the 28th of June last, was completely covered.

And on Monday the above gentlemen treated themselves, a few of their acquaintance, the architects, workmen and laborers,—being nearly two hundred in number, with a barbecue on the spot.

We do not recollect ever to have seen a greater appearance of social glee on similar occasion.

The above buildings are the greatest effect of private enterprise of any in the city, and for the time in which they were building, we believe the greatest in the United States.

They stand on square 651, taking the whole front on South Capitol Street; and greater part of the front on South N Street. We must note that this is the first and only entire front built on any square in the City.

The birth, 1802, of Methodism in the city of Washington was in the twenty buildings. The house at the intersection of South Capitol and N streets is designated as the honored one where the Society first held divine worship under the ministry of the Rev. William Walters. It is published in this connection the houses were two story and basement, the basement of stone and the remainder of good quality brick.

This is how they looked to a wandering Englishman in 1804,  
Charles Wm. Janson, *The Stranger in America*:

In proof of this observation, a traveller need only cast his eye on what is called the twenty buildings, at Greenleaf's Point, begun by the gentleman above alluded to, Nickolson and others, first-rate speculators. A long range of houses there was so advanced before they discovered their mistake, as to be covered in, but they remain unfinished, and are dropping piecemeal.

Mr. Morris expresses in a letter an opinion that if the houses in course of construction are not completed it would be better for the city they had not been commenced. And true their forlorn condition made the mark for sarcastic hits by the British tourists. The twenty buildings by their elevated situation first attracted the tourists' attention; and, by them, they gave general description to all.

Thomas Moore, the poet, 1804, writes:

The private buildings exhibit the same characteristic display of arrogant speculation and premature ruin; and the few ranges of houses which were begun some years ago have remained so long waste and unfinished that they are now for the most part dilapidated.

The Federal City (if it must be called a city) has not been much increased since Mr. Weld visited it. Most of the public buildings, which were then in some degree of forwardness, have been since utterly suspended. The hotel is already a ruin; a great part of its roof has fallen in, and the rooms are left to be occupied gratuitously by the miserable Scotch and Irish emigrants.

Charles Wm. Janson, 1806, writes:

Arrived at the city, you are struck with its grotesque appearance. In one view from the capitol hill, the eye fixes upon a row of uniform houses, ten or twelve in number, while it faintly discovers the adjacent tenements to be miserable wooden structures consisting, when you approach them, of two or three rooms one above another. Again, you see the hotel, which was vauntingly promised, on laying the foundation, to rival the large inns in England. This, like every other private adventure failed: the walls and the roof remain, but not a window! and, instead of accommodating the members of Congress, and travellers of distinction, as proposed, a number of the lowest order of Irish have long held the title of *naked possession*.

I have accorded to the tourists a full repetition of their over-drawn descriptions of the federal city. They give truth yet not the whole truth. Their animus affords amusement. Not all English travellers are national libellers, *one* is not chargeable with exaggeration and enmity. Mr. Twining's book is a delight; he tells what he hears and sees in a chatty and easy

**way.** The transgressors invariably "protest too much" their innocence of bias in their preface of defamation; so does, Weld and Parkinson and Janson and Moore. Mr. Janson asserts he is without prejudice and then writes:

John Bull laughs at the recital of his own follies; while the slightest sarcasm rouses a spirit of resentment in the bosom of the sullen Yankees.

**Mr. Parkinson says :**

I take up my pen, therefore, to write the following pages, free from all unfounded prejudices against America,

and then writes two volumes of abuse.

**Mr. Parkinson further says :**

General Washington having in a most friendly manner given me his opinion of the whole country, so that I might know how to situate myself, he had told me Baltimore was and would be the risingest town in America, except the federal city.

Mr. Parkinson having computed an insufficiency of consumers for a brewery in the federal city, procured a farm near Baltimore and his husbandry having been unsuccessful he like Mr. Janson repaired to England and promulgated a warning :

If a man wants wits, he may go to America; but if he wants money and comfort, he should stay at home.

**Mr. Parkinson advised of his unfitness acknowledges it :**

I was the most unfit man for their country he had ever met with, as I meant to pay every one, and they would not act in the same manner to me.

The poet's animosity was through wounded pride having been received by President Jefferson at his levee in the "homely costume, comprising slippers and Connemara stockings" and so he writes :

The President's house, a very noble structure, is by no means suited to the philosophical humility of its present possessor, who inhabits but a corner of the mansion himself, and abandons the rest to a state of uncleanly desolation, which those who are not philosophers cannot look at without regret.\*

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\*Finally (about 1814 we should say), Moore's Irish Melodies appeared in the United States. Our informant in all these particulars, with some curiosity, put the book into her grandfather's hands. "Why," said he "this is the little man who satirized me so!" He read along. He had always sympathized keenly with the Irish patriots. The delightful rhythm fell like music on a susceptible ear. He presently exclaimed: "Why, he is a poet after all."—The Life of Thomas Jefferson by Henry S. Randall, LL.D.

Mr. Parkinson and Mr. Faux and other English travellers investigated agricultural utility. They found a young and undeveloped country; they reported it sterile and hopeless. The desert has blossomed as the rose.

In the apologetic address which precedes Mr. Weld's work appears:

If it shall appear to any one, that he has spoken with too much asperity of American men and American manners, the Author begs that such language may not be ascribed to hasty prejudice, and a blind partiality for everything that is European. He crossed the Atlantic strongly prepossessed in favour of the people and the country, which he was about to visit; and if he returned with sentiments of a different tendency, they resulted from a cool and dispassionate observation of what chance presented to his view when abroad.

Mr. Fearon\* in 1818 arrived in the city where Mr. Law resides which he describes as "the depot for office-holders, place-hunters, and boarding-house keepers" without appearance of "possession of too much of this world's goods." He says that a storekeeper to remedy his want of change with scissors promptly divided a note in two; that he found demi-notes a common circulating medium; and that, he had been "previously familiarised with Spanish dollars cut into every variety of size."

Mr. Fearon deprecates the destruction of public buildings. He characterizes the site an injudicious selection upon which to raise the capital of a great nation; his charge of "folly" is soundly taken for nothing less than a brick, two stories high, twelve hundred feet area or twenty five feet by forty eight, was originally contemplated.

There are a number of two and three story buildings, none of which are uninhabited; and also some small wooden houses, though according to the original plan, none were to be built less than three stories high, and all to have marble steps. But the childish folly of this scheme was soon subverted by the natural course of events; and though the existence of "*lower orders*," even in the capital of the republic, may not accord with the vanity of its legislators, they ought to be told, that neither prosperity nor population can be possessed by any nation, without a due admixture of the *natural classes* of society.

Mr. Fearon from his analytical investigation of the American character because of his optimistic view was enabled to catch a gleam of hope.

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\* Sketches in America.—*Henry Bradshaw Fearon.*

I have thus endeavored to lay before you a true representation of the American character, with the sources from which it may have been formed, and the causes which have conduced to its production. Although I believe it must improve, yet I am by no means sanguine in my anticipations that improvement will be immediate, or even rapid in its progress. Many of the causes, external and internal, which have already operated, will continue to exist; and, as I have before said, there would appear to be placed in the very stamina of the character of this people a coldness, a selfishness, and a spirit of conceit, which form strong barriers against improvement. Let us, however, still hope for the best.

Mr. J. Kent, the English translator of Marquis Chastellux's work was within the borders of the new nation yet under the Articles of Confederation and he observed youth in another respect, it is a country "where morals are in their infancy."

I must accept these Britons' estimate of American morals or adopt the suspicion they congregated with the questionable.

Mr. Davis, the pedagogue, has some fame in his fictitious incident of Mr. Jefferson's inauguration:

His dress was of plain cloth, and he rode on horseback to the Capitol without a single guard, or even servant in his train, dismounted without assistance, and hitched the bridle of his horse to the palisades.

Mr. Davis says of the "Imperial city" after a congressional adjournment:

*Washington*, on my second journey to it, wore a very dreary aspect. The multitude had gone to their homes, and the inhabitants of the place were few. There were no objects to catch the eye, but a forlorn pilgrim forcing his way through the grass that overruns the streets; or a cow ruminating on a bank, from whose neck depended a bell, that the animal might be found the more readily in the woods.

Mr. Davis adverts in his preface to that which constrained him to add his testimony; he appreciates his own worth and contrasts it with the literary poverty of the other English travellers:

When the accidental perusal of those Travellers, determined me to become a publisher. A family likeness prevails through the whole. Their humour bears no proportion to their morbid drowsiness. We are seldom relieved from the languor of indifference, or the satiety of disgust; but in toiling through volumes of diffusive mediocrity, the reader commonly terminates his career by falling asleep with the writer. In comparing this Volume with the volumes of my predecessors, the reader will find himself exempt from various persecutions.\*

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\* *Travels of Four Years and a Half in the United States of America; During 1798, 1799, 1800, 1801, and 1802.—John Davis.*

*Commercial Advertiser.* From its correspondent. Washington, September 1, 1824.\*

On a knoll south of Capitol Hill stands an object of peculiar dreariness ; it is a row of twenty brick buildings ; which without having ever been inhabited, have fallen into dilapidation and ruin. They were put up when speculation was at its height—the ground on which they stood became the subject of a suit ; they were locked up, broken into, and at length suffered to be pulled down peacemeal, and the doors and floors used for fuel. There they stand, with roofs sunk in and grass growing in the windows, looking as if they had been bombarded by the British. One of them has a family in it, but the inmates look like Arabs among the ruins of Balbec.

Twenty-building hill! The buildings have disappeared and no one can detect anything of the hill although its burnt clay is in pavement and wall everywhere.

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\*In the *Commercial Advertiser*, September 8, 1824, the contemporary customs and manners of this city are rascily described. File in New York Historical Society.





## ARCHITECT.

**L**OCAI interest in the worthy structures and the worthies who occupied them in the early days is faint. I cannot be mistaken in the surface indication. I wish there was a power to evoke a praiseworthy pride. In other metropolitan cities historical societies have long since been founded and by these preserved the relics and records of the past in halls of record. Not so here. True of recent establishment is the Columbia Historical Society; and its accomplishment has been large and well-directed; yet its limited membership is a limitation of resources. Within a score of years landmarks and historic structures have been removed and nothing of them remain but dubious memories. And *somebodies* in their day have been closed into the innumerable throng of

Who lived and died;

and though deserved no mention more of them is made.

Elsewhere time-honored houses and scenes of action are marked. November, 1900, in Independence Hall, Philadelphia, by the Pennsylvania Society of the Colonial Dames a State correspondence committee was authorized to stimulate research and it was suggested that throughout the Union descriptive tablets be placed upon historic buildings to maintain interest in colonial events. This may not be practicable in the city of Washington although a bureau as an adjunct to the Historical Society could be conducted to save from destruction the ancient buildings endowed with historic worth by photographic counterfeit. The usefulness of the bureau of photography would be the reverse of the slight expense. In New York the Society for the Preservation of Scenic and Historic Places plans

the purchase and maintenance by city or citizens memorable buildings for museum and other appropriate use.

Twenty years ago the valuable store of Greenleaf's papers was wholly intact, now scattered and lost. Then his life could have been written with comparative facility and fullness.

Now somewhat fallen to decay  
With weather stains upon the walls,

\* \* \* \*

Built in the old Colonial day,  
When men lived in a grander way,  
With ampler hospitality.

Because I can read in the *gothic*, the ecclesiastical architecture of the Mediæval, the impulses of that period, and in the *colonial*, the domestic eighteenth century type, the simplicity and severity of the Puritan; because I see in the *colonial* grace and design, though detail be sparse and ornament sparing; because I feel homeliness and picturesqueness in the rough brick and white stone quoin of the *colonial* rather than in the smooth brick and brownstone trim of the *modern* signifies I am a discriminating antiquarian and to me is not applicable the rhyme of Peter Pindar :

Rare are the buttons of a Roman's breeches,  
In antiquarian eyes surpassing riches :  
Rare is each crack'd, black, rotten, earthen dish,  
That held, of ancient Rome, the flesh and fish.

These Greenleaf mansions are the true colonial, each

Proudly bears its credentials on its weather-beaten face.

Who the architect?—Greenleaf. Greenleaf collaborated with the draughtsman, it is true; one directed and the other drew, In these Greenleaf mansions is the same fashion, and too, diversity. Even in the roofs, some have a gentle slope while their neighbors have sharp cant and long sweep. All those at the Point that bear the name of Greenleaf were commenced by him although the persistent components of the triune-speculators completed a part.

Ten years since the Greenleaf houses on the Point were nearly all standing. Not that any were unable to stand longer; in instances blasting only shook their steadiness. Modern requirement called for removal; the power house of the Capital



WHEAT ROW  
FOURTH BETWEEN N AND O STREETS SOUTHWEST



\_\_\_\_\_

Traction is on the site of four. The walls of these, brick and mortar, were of the solidity of granite. On the Point are several rows of small houses recently built. I suspect a shrewd schemer now and then buys a Greenleaf mansion and strews it into a row.

The Greenleaf houses were begun in 1794. Some were completed the next year, likely, Wheat Row and the Law mansion. In Law's letter to Greenleaf, July 4, 1795, is the expression :

You gave a spring to the City by your Contract & buildings. You are building on N Street & will unite your Point & the Eastern branch.

Morris to William Lovering, his architect at Washington, August 17, 1795 gives a summary of the houses in squares 502, 503 and 504 and a statement of the degree of construction.

And, Daniel Carroll of Duddington, who was the chief brick-maker for that day, reminds, February 29, 1796, Cranch:

Mr. Greenleaf owes me for bricks and other materials furnished the first houses he erected at the point, the sum of £530.

The mansions are distinguishable although a few are masquerading in modern fronts, which ill become them. The row on Fourth street is the *first* and *oldest* in the city. It is named Wheat Row after John Wheat who owned and occupied in the early times the north house. A central roof window is an architectural feature; it now yawns desolate that erstwhile was "handsomely glazed." The mansion, 468 N street, was occupied by Judge Cranch and mansion, 470, by Captain Duncanson and by Mr. Samuel Eliot, junior; both were provided with coach houses and stables. The Law mansion, Sixth and N streets, is ruining with that rapidity to rack the soul of the real antiquarian.

In the house of the four on O street next to the river lived Commodore John Rodgers, who made so many remarkable cruises and brilliant naval exploits. When he laid aside the spy-glass for all time, 1838, Minerva, his widow, continued to reside there. Upon her death the mansion was acquired by the family At Lee of honorable repute. Mr. At Lee engaged a mason so much for the job to widen the space between parlor and dining room for a folding door. The wall was of unusual thickness and adamantine firmness. Ever after that mason

shunned contracts for a stipulated sum and insisted on a per diem.

While in the debtor's prison, Morris writes:

On some of those lots there were erected between forty and fifty brick houses, some of which were finished and others nearly so; but many of them have suffered great damage by neglect, pillage, etc., so as to be now in a most ruinous situation. There were also several frame buildings, some of which were sold, others pulled to pieces and plundered, etc. It is not possible for me to delineate all the embarrassments that hang over this property, because there are several of which the particulars are not known to me.

Mr. Cranch testified in the twenty buildings' case:

Morris and Nicholson had before the 26th September 1796 erected several other houses in the city of Washington which on that day were not finished and some of the same remained in an unfinished state for several years after they came into possession of their assignees; the greater part of them had windows well and handsomely glazed and good doors and were well secured from injury from the weather and depredations; some of them were left without doors and windows and were exposed to depredations and injury from weather; the reason why the houses were so left is not precisely known to the deponent; but the general opinion was that the embarrassment or insolvent circumstances of Morris and Nicholson was the reason why they were so left.

Greenleaf began the construction of the historic Six Buildings on Pennsylvania avenue. Reasonably solicitous to ascertain the credit he would receive on the building contract he through his attorney, Cranch, communicated with the Commissioners.

March 3, 1795.

I should wish to know whether the houses now building by Mr. Greenleaf on square No. 74 are considered as discharging Mefrs. Morris & Greenleaf's contract with the Commissioners for building 20 houses annually in proportion to the number of square feet they cover. If I understand the contract Mefrs. Morris & Greenleaf are obliged to build annually 20 houses two stories high covering 1200 sq. ft. each, making 24000 sq. ft. of 2-story houses or 20 3-story houses covering 960 sq. ft. each making 19200 sq. ft. of 3-story houses—but they cover only 750 sq. ft. each—as a question may arise upon this point in future, I wish it might now be ascertained before any other expences arise upon these houses.

This letter was a repetition of one the month previous which had received no reply. The indecision and procrastination of the Commissioners was a cause which prompted Greenleaf to relinquish his enterprise.



SIX BUILDINGS  
PENNSYLVANIA AVENUE BETWEEN TWENTY-FIRST AND TWENTY-SECOND STREETS NORTHWEST



In pursuance to an agreement, September 19, 1795, Morris and Nicholson conveyed, December 28, 1795, to Isaac Polock for thirty-four thousand dollars all their property in the square and he completed the Six Buildings. I have heard names of tenants mentioned which I did not catch. Here are some of the occupants a few years *prior* to the removal of the government: Capt. Elisha O. Williams, Doctor Dinsmore, Isaac Polock and John Francis Mercer. This block is sometimes styled Seven Buildings, because of the adjoining house nearest the corner built by William Worthington early in the century.

Seven Buildings are on the north side of the same avenue beginning with Nineteenth street. They were commenced by General Walter Stewart and Major Moore, continued by Morris and Nicholson, and perhaps, completed by them. The corner was once the President's house. Upon the destruction by the British the Executive Marision was transferred here. In the spacious first floor room now lined with drugs to heal the physical ailments, were concocted the antidotes to the political disorders of America and Europe. And up the mahogany stairs pressed the fair and the gallant to be received in the drawing room above by the queenly Dolly and the courtly Madison. One of these Seven Buildings has been the Executive Mansion; another, the State Department—August 27, 1800 to May, 1801.\* Here two premiers of revered memory, John Marshall and James Madison, steered the ship of state safely by international peril.

\* Removal of the Government to Washington.—*John Ball Osborne, A. M.*





## MERCHANT.

WATSON AND GREENLEAF

was the sign over the door of 7 Crane Wharf. The sign was taken down, 1792, and amended. And with

WATSON, GREENLEAF AND COTTON

on it was over the door refastened. Where is 7 Crane Wharf? It was on East River betwixt Beekman and Peck Slips; Byvanks and Farmer's Wharves were between it and the latter slip. Now beyond these wharves a street and another series of wharves encroach on the river. Mefsr. Watson and Greenleaf in the fall, 1788, became a firm and began mercantile marine. Mr. Greenleaf at once at Amsterdam took his station to manipulate the foreign connections. Besides in commodities the firm dealt largely in American bonds. Mr. Greenleaf in Holland negotiated loans on the bonds so that only margins were tied up. And besides in a moderate way the firm speculated in lands. In the fall, 1793, the firm dissolved. According to Mr. Greenleaf the articles and inventories were exceedingly bulky indicating varied and extended affairs. No mention in the dissolution is made of Mr. Cotton.

During the compilation of the New York city directory of 1795 Mr. Greenleaf resided at 112 Liberty street and Mr. Watson, 6 State street. Mr. Greenleaf had these neighbors: Mr. Thomas Law at 47 Broadway; Capt. Wm. M. Duncanson 48 Broad street; James Ray, 134 Greenwich street; and Noah Webster, 25 Pine street.

LONDON April 6th 1794

JAMES GREENLEAF Esq

I have mentioned in my former letters that the establishment of breweries & distilleries upon a large scale in that great grain country could not fail of being vastly advantageous to those who might undertake such with spirit &

Capital;—and I am more and more convinced that I am right in that opinion. But how far the discovering of Sir John Dalrymple with respect to making beer, as stated in my letter to yourself and Mr. D. (if it should turn out to be anything) will effect the present system of brewing, is worth attending to.

Adieu, my dear sir, May you be successful—may be happy is the sincere  
prayer of

Your truly affectionate friend & servt

TOBIAS LEAR

#### WASHINGTON BREWERY.

STRONG BEER at 6 dols. TABLE

do, at 3 dols. Hops, grains  
and Yeast, likewise

WHISKEY,

of a fuperior quality now ready  
for sale by

C. CONINGHAM, & Co

Who will give a generous price for  
RYE and BARLEY.

*City of Washington, Nov. 24.*

In the *Washington Gazette*, 1796, appears the advertisement of Greenleaf's brewery as above. In this plant it is possible Col. Lear and Mr. Dalton were originally concerned.

Greenleaf with Cornelius Coningham under the firm name of Coningham and Company operated a "brewery, distillery and brewhouse"—Washington Brewery. The implements and utensils were the joint property of the partners as was the building. The lot belonged to Greenleaf. The building was of stone, two stories high and located on square 129; now a part of the Potomac flats park.\* Greenleaf sold his interest for three thousand dollars to his brother-in-law, John Appleton, May 1, 1797, subject to the expiration of the partnership. Coningham subsequently moved his kettles to Law's sugar house and brewed there.

John Appleton was both uncle and brother-in-law of Nathaniel Walker Appleton. Greenleaf's sister, Priscilla, was his second wife. He was a merchant of Salem. Besides the three thousand

\*The first Brewery in the city was established in 1796 by an Englishman named Cornelius Coningham, who afterwards practised medicine and became somewhat known as a physician. The Brewery was erected on the Potomac, where the glass house was afterwards erected and where a wharf called the Commissioners' wharf was previously built.—George Watterston's manuscript.

he invested thirty thousand dollars in Greenleaf lots. He installed his son, John, junior, in Washington to take charge of his purchases. Was reputed a wit. Life dates: born, 1739; died, 1817.

GEORGE TOWN

Octr. 31<sup>st</sup> 1794

JAMES GREENLEAF Esq.  
N. York

MY DEAR SIR,

Accts have been brot up the River that a ship was driven on shore in the Bay last Sunday & took fire it consumed her to the water, and I am apprehensive, from circumstances that it is the Mary from Newbury Port, with Mr Dalton's furniture & on board and a qt of lime & lumber on acct of the Co—No particulars having yet arrived & and having heard nothing directly on the Subject gives room to *hope* it is not the Mary, Th' it unfortunately be her, our friend Mr Dalton has informed me that he insured \$1500 for the Co & \$4000 for himself, which I hope will nearly cover everything—

TOBIAS LEAR

Tobias Lear, Tristram Dalton and James Greenleaf under the firm name of Lear and Company were joint partners in mercantile trade. The firm was engaged in business at the date of Col. Lear's letter. Prior to June 29, 1798, Greenleaf had retired. Its patronage must have been more than local; perhaps it was, or so intended, the supply base of the southern States. The extent of operations is somewhat disclosed by an arrangement to secure creditors and shield themselves, including the retired partner, "from personal arrest and vexation." The arrangement provides for an extension of three years, or until January 1, 1801, and plan of liquidation. It is to Jonathan Hobson of New York, John Coles of New London, and Robert Eaglefield Griffiths of Philadelphia, all merchants, and specifies merchant-creditors and their claims:

Mesieurs Fludger, Maitland and Company, London . . .	\$17,160.03
" William and Jan Willink, Amsterdam . . . .	13,718.64
" Milness and Heywood, Wakefield, . . . .	13,355.46
" Peel Yates and Company, Manchester, . . . .	13,047.29
" John Pattison and Company, Glasgow, . . . .	2,412.74
" John Phillips and Company, Manchester, . . . .	1,374.88

Their store and wharf was on Rock Creek at the intersection of G and Twenty-seventh streets. The firm had a block on the Georgetown side bounded by M and Olive, Twenty-seventh and Rock Creek.

It was at the wharf of Lear and Company the contents of the vessels were unladen and in their stone warehouse a part of the records were stored upon the removal, June, 1800, of the government from Philadelphia.

The biographical fragments of Col. Lear, if gathered, would make an interesting chapter. He was the protégé of General Lincoln of revolutionary renown, through him, he became the secretary to General Washington. His son, Benjamin Lincoln Lear, was a lawyer with oratorical gift of local celebrity. Col. Lear is the author of *Observations on the river Potomack, the country adjacent, and the City of Washington*, 1794. Between Washington and his secretary was unreserved relation; the former to the latter, devised a life estate in the Walnut Tree\* farm on the Potomac. Col. Lear was with Washington when he passed away; received his dying directions and administered affectionately the care and comfort he could. Washington gratefully wished: "Well it is a debt we must all pay to each other, and I hope when you want aid of this kind you will find it." But Col. Lear died suddenly October 11, 1816. May be censure of diplomatic service played upon his spirit.†

Tristram Dalton ‡ to attractive appearance and fine figure supplemented character and culture. He was a *bon vivant*. His hospitality was famous. The celebrities, foreign and home-grown, all that went that way, stopped at Spring Hill, near Newburyport. When Senator at New York he was selected for the social and state occasions. He with Richard Henry Lee and Ralph Izard was the Senate committee to conduct the ceremony of the introduction of his Excellency, George Washington, to the Presidency, the initial inauguration, April 30, 1789. At the President's dinners the "Most Hon." Mr. Dalton and his lady were of the guests. Reduced in means by the mercantile enterprise, and reduced in political prestige, he accepted a city commissionership. Surely once the office was invested with dignity.

\*At station Wellington on the Washington, Alexandria and Mt. Vernon Railway.

† Biographical sketch in the Military and Private Secretaries of George Washington by Mary Stevens Beall—Records of the Columbia Historical Society, D. C.

‡ Tristram Dalton was born in Newbury, Mass., May 26, 1738; died in Boston, Mass., May 30, 1817. Student, Dummer academy, Byfield, Mass. Graduate, Harvard, 1755. Merchant, Newburyport. Representative in Second Provincial Congress, Mass., 1775; delegate for Mass. to convention of committees of the New England provinces at Providence, R. I. Dec. 25, 1776; Speaker of the House, and Senator, Mass. legislature; Senator, 1st Congress, April 14, 1789 to March 3, 1791; Commissioner under act for establishing permanent seat of government, 1801; postmaster, Georgetown, 1803; Surveyor of port of Boston, 1815 to death.

To President Adams in the House of Representatives, Mr. Dalton presented this address of welcome:\*

**TO THE PRESIDENT OF THE UNITED STATES.**

SIR,

The inhabitants of the City of Washington rejoice in the opportunity which your presence this day affords them of paying to you their unfeigned respect, and of giving you a welcome to the City, which, by the acts of the Union, has become the Metropolis of the United States.

We have long anticipated this day.—We consider this, your first visit to Columbia, as a high gratification, and look forward, with satisfaction to the period when we shall behold you Sir, opening the Congress in this edifice, the Capitol of our country.

We cannot be insensible to the blessing which Providence has been pleased to bestow in a particular manner, on this situation; in the enjoyment of which, we have the felicity of knowing that our government is on the point of participating.

In offering our gratulations on your arrival we join in wishes that you may spend among us the evening of a long, as you have spent, in other places, the morning of an useful and honorable life.

*City of Washington, June 5th, 1800.*

Mr. Dalton had elegance, education, wealth, ability, honor; and knew

The turnpike road to people's hearts

—hospitality. He made life happier, merrier. Here is to Tristram Dalton—the disciple of hospitality!

(August 17, 1799.)

DEAR SIR

I shall have second rate fish to day for dinner. —and be happy in your taking a Share of it—wishing it of the best—

If you can, conveniently, spare an hour, *previously*, on the subject we were discoursing upon yesterday I will be at the Store—otherwise in the Evening as you proposed—

Yours truly

T DALTON

J GREENLEAF Esq.

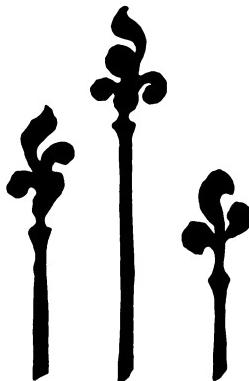
Saturday Morng

Samuel Eliot, junior, was born in Boston, March 8, 1772. He was Greenleaf's nephew; the eldest son of his eldest sister by her elder husband. He came to Washington about the same time Cranch did; was his bookkeeper under the employment of Morris. Then a merchant with Robert Kid of Philadelphia as a firm Kid, Eliot and Co., having its place

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\* Claypoole's *American Daily Advertiser*—June 13, 1800.

of business in the brick store on E street, square 431 lot 12, opposite the Great Hotel, Blodgett's. The firm advertised to sell at Philadelphia prices; its patrons were the choice including the first lady of the land yet insufficient in number; so, on the door, March 23, 1801, was nailed a sign "To Lett." Eliot assisted Greenleaf as representative of the *aggregate fund*. He was a member of the Sixth Council, Second Chamber, 1806. Was chosen cashier of the Bank of Washington upon its establishment, 1809, and continued to be until June, 1819. In the capacity of secretary or treasurer he served various corporations. He married Mary Johnson, October 28, 1806. Owned and occupied the Prospect place, north of the city; and there died, October 17, 1822, survived by widow and four children, Catherine Mary, William Henry, Johnson and Wallace. Prospect place was acquired by the late David Moore and is a part of the subdivision, Bloomingdale.





## QUARRELS.

PRESIDENT WASHINGTON, March 4, 1795, from Philadelphia writes to Col. Lear at Georgetown. The letter states in a prefactory way that he rarely writes personal letters when it interferes with public duties. It is a letter press copy and only a fragment remains and that is blurred, faded and eaten. By the closest scrutiny I deciphered so much as relates to Greenleaf, as follows:

An unlucky dispute has \* to happen I find between the present commissioners  
 \* \* \* \* \* \* \* \* \* \* \* \*  
 construction of the contract between the former Commissioners & Mr Greenleaf.— From what I have learned, it is a question of some magnitude inasmuch, as establishing a principle of \* to them, will have an extensive effect in favor of, or adverse to the public property in the City.—This being the case let me ask you, to collect the sentiments of the judicious about you, in the City & in George Town, as far as it is to be drawn from casual (\* \* from forced) conversations respecting the dispute & to inform me thereof.— \* \* \* perceive that it is for *my own private* information, my request to you proceeds; both the request and answer to it will, of course, be confined to ourselves.

With affect<sup>e</sup> regard—Yr  
 sincere frd

MR LEAR.

GO WASHINGTON

Mr. Law to Mr. Morris, May 26, expressed his grievances and requested his interposition. Mr. Morris declined. Mr. Law had written the Commissioners evidently when he addressed them this letter :

To THE HONBLE GUSTAVUS SCOTT AND WILLIAM THORNTON,  
 Commissioners of the city of Washington

HON'BLE SIRS

As I have purchased several squares of Mefrs Greenleaf, Morris & Nicholson, where they had the right of selection by their contract with the late Com-

misioners, and as I wish to be secure in my title before I commence expenditures in improvement.

I trust you will readily acquiesce by erasing some of the squares South West of the intended Mall in Mr Notley Young's ground, and by inserting in their deed of conveyance some of the squares near New Jersey Avenue.

I mean to part with several lots on the New Jersey Avenue, on moderate Terms, with a stipulation for immediate improvement, & I have received applications with those conditions, but I am prevented from engagements until I receive a full title.

Your desire to promote the rapid advancements of the city will no doubt induce you to submit to a trifling trouble in an accommodation which will not make the least difference in your contracts. Should however your minds entertain any doubts on this head, I shall be favored by your reference to the President.

I remain yr

WASHINGTON CITY  
June 7<sup>th</sup> 1795.

T LAW

To COMMISSIONERS.

CITY OF WASHINGTON, 10 June 1795

GENTLEMEN

As Mr Thos Law has purchased a large quantity of lands of me in the City of Washington & as I am desirous Mr Law should be perfected in his title so that he may be able to make immediate improvements and advancements in the City

I have therefore to request that you will accept a reconveyance of part of those lands of Mr Notley Young which you granted to me in fee simple & therefore to convey to Mr Law such a quantity of other lands in the City as Mr Law and myself shall agree upon, & such as Mr Law may take out of my selection. This request is made under a full persuasion that your compliance therewith will have a great tendency to the improvement & advantage of the City

I have the honor to be

With due esteem & respect

your very obt & most hble

Servant

JAMES GREENLEAF

Law's communications having been slighted he transmits copies with his letter to Greenleaf in which he inquires "Have I been wanting in respect or attentions—my style is not harsh my request not immoderate." Greenleaf took up the gauntlet for Law and waged a more aggressive and vigorous battle. Greenleaf the day before his first letter had entered into an agreement for the sale of his holdings. His financial interest was closed. He was under no legal and perhaps no moral obligation to protect Law. That he did so was a delicate distinction of honor.

The Commissioners quickly discerned that Greenleaf's attic story was more than so-so furnished. They realized also that

when one goes out to fight and the foe is more formidable than expected, he can afford to be generous and let the foe have the field to himself. The letters are in sequence and need no further comment.

SIR

In obedience to your request that I would commit to writing what has been advanced by me in conversation with you on the subject of the federal City I now with all due respect do say that Mefs<sup>rs</sup> G. Scott & W Thornton, Commis<sup>rs</sup> of the federal district, do possess property both in and near the federal City, on the Georgetown side of it; that I do most firmly believe that conceiving it to be for their *personal* interest to promote the benefit of that part of the City; to the detriment of the part lying on the Eastern branch, they do *designedly* and *intentionally* discourage every thing that may tend to promote the growth or respectability of this last mentioned part

I do further say that certain propositions have been made to those Commissioners by Mr Thomas Law for the improvement of the City and for facilitating the transfer of property to him with perfect security to the publick to neither of which he has yet recd reply, tho promised him—& that this alone prevents him from commencing very important improvements—and I do further say that governed by the conviction that the said Commissioners have constantly & will continue to oppose every obstacle to my operations in the City tending to the benefit of the Eastern part of it, & that they will withhold from me such facilities as the nature of the object requires, &c that can with reason & propriety be asked that I have been induced to divest myself of my whole interest in the City & to withdraw my personal exertions to the promotion of that establishment, except so far as regards the improvement of one Square for my future residence.

I have the honor to be with all possible respect

Sir

Y<sup>r</sup> very obedt & most humble Servt

JAMES GREENLEAF  
Philadelphia July 11, 1795

EDMUND RANDOLPH Esqr }  
Secretary of State. }

DEPARTMENT OF STATE  
July 15<sup>th</sup> 1795

GENTLEMEN

Justice to the two seniors of your board induces me to transmit to you the enclosed copy of a letter from Mr Greenleaf. He had stated the contents in conversation with me, I insisted that they should be committed to paper. He said that he would never hesitate to repeat in writing what he had orally uttered but was unwilling to enter into altercation with you, and proposed one or two expedients for avoiding a written communication. I explicitly informed him that he must either give me under his hand his charges against the commissioners or request me in writing Not to mention them to the president. The latter I should have considered as a retraction and would have disabled him from ever circulating, that he had advanced to me accusations which I passed over with notice.

But he has preferred the former. I have the honor to be gentlemen with great respect and esteem

Yr. mo. ob. ser.

THE COMMISSIONERS  
OF THE  
FEDERAL CITY.

EDM. RANDOLPH

SIR

Our Board never having been full till late last week your Memorial and Letter could not receive a final decision. the board have had these several days under consideration and now enclose you the result which they hope will answer your wishes.

Nothing can be more agreeable to them than to give every facility consistant with safety to the City funds to yours and every other purchasers title. They cannot conceive any thing more reasonable, than that when they part with the legal estate of public property they should have a security equally good to ensure the payment of the purchase money.

We are sir

With respect your mo obedt servts

GUSTAVUS SCOTT  
WILLIAM THORNTON  
ALEXR WHITE

THOMAS LAW Eq'r

GEORGE TOWN 20<sup>th</sup> July 1795

SIR /

We have the honor of your favor of the 15<sup>th</sup> Inst covering Mr Greenleafs extraordinary charge. Mr Laws businfs would have been decided upon last Saturday the second day after Mr White took his seat at the Board, but waited at Mr Whites desire for his further consideration until this day. The Resolutions which respect his several applications were early this Morning laid before the President and finally determined upon before 12 o clock at which early hour the Board rose having Signed the Letter to Mr Law and left the care of correcting the Secretarys Copy of the resolutions to Mr White. These facts are stated to show how unnecessary Mr Greenleafs charges were to induce us to do Mr Law Justice

The important nature of Mr Laws memorial and Letter led us to wait for a full Board of which Mr Law was informed at the time of his application—

Permit us sir to thank you for your polite and friendly Conduct in the businfs which gives us an opportunity of immediately dragging this Malignant Slanderer to light if he will dare to come forward with a charge which he must be conscious is grofsly false. We request you will do us the favor to forward the enclosed to Mr Greenleaf immediately, as we wish not to lose a mail. We are, sir, with Sentiments of the highest respect—Yor mo obed Sevts

GUSTS SCOTT  
WILLIAM THORNTON

EDMD RANDOLPH  
Secy of State.

GEORGE TOWN 20<sup>th</sup> July 1795

SIR

You have made to the Secretary of State charges against us of direct fraud and partiality in the execution of our office, to cover we believe your inability to comply with your engagements with the Publick. We call upon you to substantiate these charges, or to be considered as a false and infamous accuser. The President is now at Mount Vernon, where he will remain a month and will no doubt listen to any Charge which can be proved against officers of his appointment.

We are sir &c

GUSTS SCOTT  
WILLIAM THORNTON

To

JAMES GREENLEAF Esq

NEW YORK July 31 1795

SIRS /

I have your letter of the 20 Inst.—It would have been noticed before had I received it—but it came to my hands not an hour since with the Philadelphia postmark of yesterday on the superscription—why it did not pass to me in the regular course with the postmark of George Town on it—is best known to yourselves—

You call on me to substantiate Charges made to the Secretary of State against you of *direct fraud* in the Execution of your office—I have never made such Charges. Subjoined is a transcript of my letter to the Secretary of State which by yours to me I should judge you had not seen. In my Letter I have said that I do firmly believe that you have been governed by your personal Interest to the detriment of the part of the City—I wished the most to promote; and that one of my motives for disposing of my property in the Federal City arose from The conviction in my own mind that you would oppose every obstacle to my operations while tending to the benefit of that part of the City. I see here no charge of *Fraud*. I do still and ever shall believe what I advanced to the Secretary of State and unfortunately for the federal Establishment, I am not alone in this belief.—

If my feelings have been wounded by your conduct towards me and my interests since your being in Office, I conceived I had a right to be governed by them and have acted accordingly.—

I see no necessity of afsuming the position in which it is evidently your desire to place me, to wit that of an accuser of fraudulent transactions—proofs of that nature whatever facts may be are difficult, because they require a minute investigation of a long series of transactions—and as you have in the present instance no right to call on me for such proofs, I shall not trouble myself by any attempts to make them

You intimate in your Letter that my charge of fraud on your part arises from a wish on mine to cover my inability to comply with my engagements with the public. This appears to me to be a very strange mode of reasoning, and I declare to you is totally unfounded; but had you aided me as I conceive I had a right to expect from you, and as your worthy predecefsors thought with me, you should have found at least that I could have done more than I did do; be this as it may

I am not ashamed of the operations of which I have been the principal promoter and you as the servants of the public ought to have viewed them with peculiar satisfaction, when you found that those operations gave a use of eighteen fold in some instances to the value of the property entrusted to you—I will further add that those operations have called for expenditures on my part and the Gentlemen concerned with me of upwards of one hundred and fifty thousand Dollars for the past year a sum fourfold what was ever contemplated by your predecessors as necessary to the fulfillment of my Contract; and that at least three times that sum has actually flown to the federal establishment through my immediate means and those concerned with me—if therefore the strict letter of agreement has in some instances been deviated from, the spirit of the Agreement has been attended to, and I know too well the intention of the President to believe he placed you where you are to cavil at trifles—

I repeat to you, Sirs, that I have no desire or time to enter the lists with you and prove that you have acted fraudulently; further that it is unfortunate both for yourself and the public that you are placed in a sphere in which you will neither render them service or do yourselves honor—

JAMES GREENLEAF

G SCOTT      }  
 &              } Esqrs  
W M THORNTON } Washington

George Walker, a Scotchman from Falkirk, was a prosperous merchant in Philadelphia. When he was not examining his ledgers he was listening to the Congressional debates. He was shrewd; he caught the drift and hied himself hitherward and bought a large area destined to be within the Territory of Columbia. He was a tartar. When he was out of temper, and he was generally out, he without deviation designated the device on the card. His letters ought to be in the school readers as specimens of directness in English. Nicholson and Walker had dispute over division lines; they were so much alike they differed all the more. The partiality of the Commissioners for the western section excited Walker's ire and he wrote a few letters. I reproduce them as illustrations of linguistic strength and for the historical incident.

GENTLEMEN: Agreeably to your request I now send you in writing my reasons for being of the opinion that the public area allotted for the Marine hospital should not be changed or abolished. On the 17th of September, 1791, when the people were collected at the first public sale of lots a plan of the city, drawn by Maj. L'Enfant and approved by the President of the United States, was produced by the commissioners as the adopted and standard plan of the city. In this plan all the public areas were appropriated by having their names wrote in them at length or by the letters A, B, C, &c., which were fully explained in the margin of the plan. A number of the lots were accordingly sold by that plan, and the purchasers gave a price as they conceived the lots valuable from their

contiguity to certain public buildings. In December, 1791, or January, 1792 (do not recollect which), the President of the United States, as such, sent a message to the House of Representatives in Congress, with a plan of the City of Washington, as adopted and ratified by him, and informing them (among other things) that from the rate of sales already made, the lots would be an ample fund. In this plan which was hung up on the Speaker's chair, all the public appropriations were marked and wrote out at full length and which I frequently read. Next day the President's message with these appropriations taken from the plan, were published in all the Philadelphia newspapers, and since then over the civilized world.\* When the plan came to be engraved Mr. Jefferson advised the President not to insert any of the appropriations but the two principal, not recollecting (I presume) what had already taken place, but even with the engraved plan a large public building with gardens is inserted in the area intended for the Marine hospital,† and to my knowledge purchases have been made upon the avenues leading to it in consequence thereof. Under the circumstances any alterations of the public appropriations would be a glaring violation of public and national faith, and every man whether citizen or foreigner, who has purchased lots in that city would have a just plea against the United States for indemnification, as the act of the President is that of the United States. Besides, the principle of alteration being once admitted, a violent conflict of interests would immediately ensue and the whole system would set afloat on the ocean of uncertainty. Hence, therefore, the public opinion would be the City of Washington was nothing but a fluctuating bubble, and that it would be imprudent and improper to engage in such an unstable object.

Gentlemen, yours,

GEORGE WALKER.

PHILADELPHIA, October 4, 1796.  
COMMISSIONERS OF WASHINGTON CITY.

\* PRESIDENT WASHINGTON TO THE COMMISSIONERS OF THE CITY OF WASHINGTON.

PHILADELPHIA, 1 December, 1796

GENTLEMEN:

The discontents with which you are assailed by one or other of the proprietors in the Federal City, must, unquestionably, be very disagreeable and troublesome to you, for they are extremely irksome to me. In the case however before us, I conceive Mr. Corachichi might have received a definite answer without referring the matter to the Executive. On what part of the Contract with Greenleaf he has founded an opinion that a site was designated for a University, and has built his complaints—or how it came to pass, that any allusion to such a measure should have found its way into that contract, I have no more recollection than I have conception, of what could have induced it;—for your clerk has omitted sending the extract

\* \* \* \* \*

A University was not even contemplated by Major L'Enfant in the plan of the city which was laid before Congress; taking its origin from another source.—This plan you shall receive by the first safe hand who may be going to the Federal City.—By it you may discover (tho' almost obliterated) the directions given to the Engraver by Mr. Jefferson, with a pencil, what parts to omit.—The principle on which it was done I have communicated to you on more occasions than one. With Esteem &c

Also, American State Papers, Vol. I

† On the eastern branch a large spot is laid out for a marine hospital and gardens.—Travels through the States of North America. Isaac Weld, junior. 1793—6-'7.

The building where Massachusetts and Georgia streets meets, is intended for a *Marine Hospital*, with its gardens.—An Historical, Geographical, Commercial and Philosophical View of the United States of America, and of the European Settlements in America and the West Indies.—W. Winterbotham, 1796.

### The Commissioners overlooked a reply.

GENTLEMEN—This forenoon I received notice by Mr. Brent, one of your clerks, that you would divide square No. 1065 by alternate lots tomorrow morning. Previous to such a rash undertaking you will please attend to the following facts. When last fall we divided the squares in which I alone am interested as original proprietor, I observed in you an uncommon avidity to grasp at the largest and best part of my property. When we had divided all my squares of consequence except No. 1065 I discovered that the public had got 125,974½ square feet more than they were entitled to and of the best part of my property. Upon my representing this case and showing a certificate from your surveyor to that effect to your board then composed of Mr. Scott and Mr. Thornton, Mr. Scott promised with consent of Mr. Thornton that the balance due me should be allowed in square No. 1065. This is a fact that I am clear to make oath to, and will do so in any court of law or equity in the United States. Confiding in the faithful performance of this promise I proceeded to divide and subdivided all the squares in which I was partly interested lying along the southwest side of my property. It is therefore possible that you can conceive that I will be thrown back upon Abraham Young's line to take near 126000 square feet, in lieu of the same quantity taken by you, in the most valuable part of my city property. This is therefore formally to inform you not to attempt any more division of my property till I shall be put upon an equality with the public. And I further assure you that should you attempt any division of my property till I have justice done me, that I will as soon after as possible institute a suit in chancery in order to compel you to do your duty faithfully and impartially. Notwithstanding the haughty and arrogant manner with which you affect to treat the original proprietors at the east end of the city you will please to recollect that you and even your master the President, are only public servants, bound by certain limits, which will be found too strong for you to break through.

As a suit will necessarily draw after it a public investigation into the conduct of the commissioners respecting the application of the public money and other property you will please to be prepared to answer the following, with other questions that will be put to you this winter by means of the Philadelphia and Baltimore newspapers. As there is no power in either the President or commissioners to apply the public money or property to any other purpose than the public buildings, how came you as honest men not to oblige your predecessors in office or those concerned in the speculation to refund to the city treasury the large sum expended in building a stone bridge and chain of wharves in the town of Georgetown, instead of which you have expended another large sum of the public money in Georgetown upon a wooden bridge containing an expensive and unnecessary draw to no purpose but to deceive travelers by endeavoring to make them believe that a speculation made by one of yourselves up Rock Creek is more valuable than it really is? How some of you presume to give your friend General Forrest, a deed for a lot to which you knew the public had no title, and afterwards to atone for your folly, to say nothing worse, to give upwards of a large square of the public lots, when in justice you ought to have satisfied him out of your own private property.

You will please to recollect that, although the public property cost you nothing, yet we will expect you will take care of it and that you subsist by money arising from the sales of our property given to the public for certain purposes, the original proprietors expect you to do justice. I am your obedient servant.

Nov. 16th, 1796.

GEORGE WALKER.

The Commissioners deigned no reply. However, they persisted in making the division of the square pursuant to the notice by their clerk; and Walker retaliated by the publication in the *Washington Gazette*:

A CAUTION TO THE PUBLIC.

Whereas, the commissioners of the Federal buildings in Washington City, have, for private purposes, been in the practice of conveying property in that city to which they or the public had no title, thereby producing an immense waste of the funds for the public buildings and great emolument to those concerned.

And being informed from good authority that they intend to convey some of my property to which they have no title, this is therefore to forewarn all those concerned that the public have no title to any part of square No. 1065 in Washington City and that any conveyance the commissioners may pretend to give to any part of that square, will be rendered null and void by the real proprietor.

GEORGE WALKER.

By Walker's caution, the Commissioners were enticed into a controversy.

COMMISSIONERS' OFFICE.

CITY OF WASHINGTON, Nov. 21, 1796.

The Commissioners having observed in the *Washington Gazette* of the 19th inst. an advertisement entitled A CAUTION TO THE PUBLIC, Signed GEORGE WALKER, charging them with having "for private purposes, been in the practice of conveying property, in that city, to which they or the public had no title: thereby producing an immense waste of the funds for the Public Buildings &c great emolument to those concerned," the author is thus publicly called upon to make good his allegations; the Commissioners holding themselves bound to answer to charges exhibited against them, however false or unfounded and however obscure or insignificant the source whence they originate.

FOR WASHINGTON GAZETTE.

MR PRINTER,

The Commissioners of the Federal Buildings have, in your paper of this day, called upon me to make good the allegations contained in my caution to the public, inserted in your paper of the 19th instant; and although a court of law would have been the proper place for such a discussion, yet a due regard to public information impells me to comply with their request.

The Commissioners some time last year sold a lot, on Rock Creek, at what was then considered a very high price; but, to which, they knew that they or the public had no title, and, the real proprietor being about to correct their

conduct by law, they were feign to compromise the matter by giving the purchaser a whole Square and a Lot of the public property, in the City, in lieu of the lot upon Rock Creek—This square has been lately sold for a large sum; hence “the waste of the fund for the public buildings, and the great emolument to those concerned.” The PRIVATE PURPOSES were, that one of the Commissioners had a large speculation in property on Rock Creek, previous to the sale of the lot above mentioned, and it might be useful thereby, to stamp a nominal value upon property on that stream.

The expensive and unnecessary Draw, now erecting upon the Bridge across Rock-Creek, must also be for some PRIVATE PURPOSE; for it is evident to every one, that it cannot answer any PUBLIC PURPOSE.

The Commissioners having attempted, contrary to the Deed of Trust, forcibly to wrest from me, and convey to others, about twenty-five of my best lots, more than the public are entitled to, and, finding them deaf to all reasoning and argument on the subject, I was, at last, contrary to my inclination, compelled to caution the public, and the late fact, of a similar nature, became, of course, a preamble to it.

That any set of men, appointed by the President, should, in their public capacity, descend into personal abuse, is what I did not expect. It is, however, certainly better to be OBSCURE than to be CONSPICUOUS for folly, arrogance, partiality and misconduct; and it is better to be INSIGNIFICANT than to be CONSEQUENTIAL, from having the management of other people's property, which is sometimes applied to purposes foreign to the appropriation—And, notwithstanding the Commissioners have assumed an importance, known no where but in their own vain imaginations, they will please to recollect that they are only public Servants chained up by the DEED OF TRUST, and that, as they are fed and clothed by money arising from my property with that of others, we expect, and have a right to demand, that they serve us humbly, faithfully, and impartially.

I am Sir

Yours, &c

GEORGE WALKER.

November 23, 1796.

COMMISSIONERS' OFFICE,

CITY OF WASHINGTON, Nov. 29, 1796.

The Commissioners observe that Mr. Walker, in compliance with their Note of the 21st instant, has deigned to particularize his charge, by which it appears that “*the practice of the Commissioners of conveying property to which neither they nor the public have any right,*” has dwindled down to a single instance, the sale of a Lot on Rock Creek, and this Fact he leaves without proof, and without stating any circumstances relative to it.

To an impartial and discerning public no stronger refutation of his general charge can be exhibited; yet, as this points to a matter of real dispute and litigation, the Commissioners beg leave to submit to the public view, the out-lines of that transaction.—Morris and Greenleaf, by their contract for the purchase of lots, were excluded from the right of selection in certain water lots, the contract was so worded as to create a doubt with regard to its real construction; the Commissioners were of opinion that the exclusion extended to the waters of Rock Creek; and in this they were supported by the opinions of the Attorney General of the

United States, and other eminent counsel. Morris and Greenleaf entertained different sentiments; and, it is believed, had different advice. The Commissioners proceeded to sell a lot in that predicament; A law-suit naturally ensued, which has lately been compromised by a relinquishment, on the part of Morris and \*Nicholson, of all right of selection in lots adjacent to Rock-Creek, upon condition that the Commissioners would convey to the purchaser under those gentlemen, the lot alluded to by Mr. WALKER: to this the Commissioners readily agreed.

If the title, of Morris and Nicholson, to the Lot sold, was good, (and that it was so, is the sole foundation of Mr. WALKER's charge against the Commissioners, "for selling property to which the public had no title"), surely the compromise was highly advantageous to the city; for Morris and Nicholson are thereby excluded from a selection of a large property, much more valuable than what they must now resort to, in making up their quantity: But, supposing their title doubtful; or even supposing the final determination should have been favourable to the Commissioners, yet that highly interesting event, the completion of Morris and Nicholson's selection must have been postponed, and a great proportion of the City property have remained locked up 'till the final decision: for the Commissioners, believing as they did, and advised as they were, would have been highly censurable, had they given up the point without a legal decision against them.

The compensation to be made to the Purchaser under the Commissioners was left to two disinterested and independent gentlemen to determine; who, it is presumed, had as good a knowledge of the relative value of property in the city as Mr. WALKER.

Whether the draw in the Bridge over Rock-Creek is necessary or unnecessary, the Commissioners leave to every passenger to form his own opinion.

With respect to Mr. WALKER's particular case, they shall only observe, that they may fairly claim an equal share of disinterestedness and impartiality with Mr WALKER himself: they shall therefore not trouble the public with copies of the deeds of trust; the Acts of Congress, and of the Legislature of Maryland, under which they act; nor with the particular modes which the board have adopted, for carrying into effect the powers vested in them, for the division of property; a due consideration of any particular case; but this they can truly say, that they have not distinguished Mr WALKER from the other proprietors of the city in their mode of procedure; that Mr Walker alone, so far as they know, has complained, but it is difficult to believe that he thinks himself really injured, for, he must be sensible, if he is so, that his remedy is more certainly attainable in a court of justice, than by publishing a LISSEL.

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\* Nicholson is the joint purchaser of Greenleaf's property in the City of Washington.

Mr. Morris was large hearted and good natured, slow to anger and swift to conciliate. Of all methods of quarrel that through the medium of publication was to him the most distasteful. He met Mr. Walker on a thoroughfare of the City of Brotherly Love and chided him for his rashness to which the Scot replied if he (Morris) would be his guest at dinner he should have a convincing exposition. Mr. Morris to Mr. Nicholson

anent the Walker controversy writes, it is to be observed, at once and in advance of the Commissioners' reply, and it is also to be observed, he scores their reprehensible language—"to answer charges exhibited against them, however false or unfounded and however obscure or insignificant the source whence they originate."

PHILA Nov 27, 1796

I had seen before they came the Publication of George Walker and was astonished, for I had conceived that he was a cool temperate man possessed of too much Prudence to risque a general Injury to his own and other Peoples Property for the sake of gratifying the feelings of resentment which will arise often from hasty and sometimes unfounded Conclusions—I wish also that the Commissioners had left out the last sentence of their Publication in reply but these things are done—you and I in common with other Proprietors shall be injured thereby unless the affair be immediately adjusted and the Commiss<sup>rs</sup> proved not to have incurred the Charges made against them—

And Mr. Morris quaking with fear arising from like trouble impending implores Mr. Nicholson:

At all Events keep Law from Publications otherwise we do not know what we may be compelled to do, and I detest news Paper Controversies—

Mr. Morris thinks this a time opportune to exercise a pacific influence on the waters stirred so strongly by storm and writes:

PHILA Feby 16 1797

GUSTAVUS SCOTT Esqr<sup>e</sup> GEO TOWN

DEAR SIR

In consequence of your letter of the 8<sup>th</sup> Inst it was my intention to have seen the President before this time but his and my own Engagements have as yet prevented it—I am astonished to find that you suffer a moments uneasiness at such Charges as you mention—"Haughtiness in Office" & "residing out of the City." Certainly I never saw any thing like the first charge in my Intercourse with you in or out of Office and so I shall tell the President when I do see him—as to residing without the City, your new House is so near to one of its Boundaries that when you get into it the Objection can hardly exist in the mind of Mr<sup>r</sup> Law who has more anxiety on that score than any body I know & his anxiety proceeds from an ardent Zeal in promoting the Growth and Interest of the City—I believe you may without incurring the Charge of vanity consider the little Heats and Vexations which occasionally arise in the Course of Official Transactions rather as Proofs that in the strict regard you pay to a sense of duty the Parties find an opposition to their views & Wishes which irritates and occasions the Complaints—never mind my good Friend Stick to your station and follow up the busines with the same Zeal as heretofore, and all will go well—Mr Nicholson was ill used by Mr Sheriff Ray and his assistants—This afforded you gentn of George Town an Oppy to manifest your Philanthropy which much to your honor you embraced, and did the thing which will always be remembered with Gratitude—Mr Nicholson is

here, and mentions to me those things which you allude to as disagreeable—  
These disagreeables will be the subject of a Correspondence differing from this in  
which I give you assurance of the Regard & Esteem with which you have  
impreſed

D Sir

Yrs

ROBT MORRIS.

I now approach the climax of quarrel: the Morris and Nicholson-Greenleaf controversy. Only one volume stands between preservation and extinction of the record—the single volume of *The Washington Gazette*. In the title I name first Morris and Nicholson as the contest had its origination and inception with Nicholson.

Morris and Greenleaf while not friendly were of that temperament and receptiveness to argument that disputes between them could be adjusted upon lines of equity and reciprocity. Morris and Nicholson were strongly attached and the former was impelled to champion the latter when in conflict with Greenleaf, although contrary to his sense of right. Nicholson was bitter towards Greenleaf. Nicholson had a facility to write and propensity to print. Nicholson had utilized the daily journals in hostility to Greenleaf which Morris deplored and might but for weakness defeated.

Morris from Washington to son-in-law, Marshall, November 1, 1796, writes:

You will see or hear that Mr Nicholson & Mr Greenleaf have entered into a news paper War, which has injured not only them but me, altho I have as yet kept myself clear of it, and I would also have prevented them if they had been on the spot, but one was here and the other in Philad: and without personal interviews the conciliation was impracticable.

Morris to Nicholson, December 6, 1776, says:

The mischiefs of yours with Greenleaf continue to the Injury of him you and me.

And on the 12th further says:

I had an Interview with Mr Greenleaf this day. He is distressed—He asked in what Capacity we met, as Friends or Foes, I told him that question could only arise out of the quarrell with you, and that I had kept myself out of it hitherto & meant to continue so if possible—I told him that I blamed both you and him for appearing in Print before the Public, that he had an Oppy of stopping your first advertisement & ought to have done it &c &c—He says the dispute must be pursued until one or the other shall be exonerated in the Public view to compleat satisfaction.

What has been advanced as to the reasonableness of Messrs. Morris and Greenleaf to rightful adjustment is confirmed by the letter of the former to Nicholson (details of concessions by Greenleaf being omitted) :

PHILA<sup>A</sup> Jan<sup>y</sup> 22 1797

My last letter has produced a personal interview this moment ended. The subject of discourse has been about a general arrangement of our dependencies upon amicable terms and upon principles of justice and mutual accommodation in which your affairs may be included if you please so far at least as they are combined with mine—A plan of proceeding is to be submitted to my consideration.

Notwithstanding Morris's equitable and peaceable methods were happily so close to consummation the day after his letter, January 23, and before its receipt Nicholson pursues the pen and print practice and inserts in the *Washington Gazette* a "Caution."

Morris notifies Nicholson, January 24 :

Mr. Greenleaf says he cannot have communication with you, but if you choose to submit your affairs so far as they run parallel with mine to be determined by the settlement he and I shall make, he will agree to it.

With might and main Morris exerted every energy to prevent the newspaper duel and he imperatively urges Cranch :

PHILA<sup>A</sup> Feby 17<sup>th</sup> 1797

You will also finish and send on those Accounts of which I gave you a list they will now be immediately wanted for my settlement with Mr Greenleaf which will be carried on in the Counting House & *not in the Public Prints*.

It was a case of fat and fire. Greenleaf saw Nicholson's "caution" and engaged the editor to use most bold display type for his "caution" to run indefinitely.

I am of opinion that every line over the signatures Robert Morris and John Nicholson, jointly or separately, was written by Nicholson. The series of seven letters, the first of which is dated March 30, 1797, by their detail are convincing, however their iteration and re-iteration make them tiresome and tedious. All they contain could have more effectively been said in half, perhaps less, the length.

Morris thought Greenleaf was buried out of sight and beyond resurrection under the avalanche of words and triumphantly writes on to Washington to his friend Scott, April 15, 1797:

I expect the Comis will be of that opinion, and consequently that they will sign and send them to us, surely they will not pay attention to the Caveat of

Master Jemmy—you will see what a dressing we shall give him about City Lotts as well as his other specified Claims—I believe he now wishes himself with the Devil, for our attacks are so fortified with Truth that he cannot slip his neck out of the noose, and we have told the story so dispassionately, that he cannot answer in Wrath.—

I express no opinion as to the merits of the controversy, that is, the facts of it. Sufficient is not disclosed for impartial judgment. I do think that Greenleaf's philippic reaches the topmost heights of rhetorical invective. I believe I am justified in comparing it to Sallust's denunciation of Cataline in the ancient times and to Burke's of Hastings in the modern. His severity has the rapier's point.

To MESSRS. MORRIS AND NICHOLSON.

GENTLEMEN

In publishing my cautionary Advertisements of the 15th and 27th ult., I discharged a duty which I owed to myself, and my fellow-citizens; but not without anticipating that display of artifice, to frustrate the beneficial effects of the publication; and that effusion of violence, to evince your resentment against its author; which have since issued from the press, under your authority in five labored, delusive, and vindictive, essays. In our personal animosities, however, the public will be little disposed to participate; of the merits of our pecuniary controversy, the medium of a news-paper can but poorly enable them to judge; and, for the abuse of their time and patience, there cannot, I confess, be any consolation, or atonement, unless a view of the embarrassment to which I am exposed, shall seasonably prevent others from being involved as victims, in the vortex of your speculations. Having, therefore, given a candid warning to the unwary and the credulous; having made an honest provision to protect the rights of my creditors; I find no motive from malice, or interest; from a confidence in your honor, or a reliance on my own talents, which can induce me longer to continue in this scene of fruitless and vexatious warfare—To the investigation of the arbitrators (on whom we have agreed to depend) I shall implicitly for the future refer all my claims; and by the result of their deliberations I cheerfully consent to rest every hope of triumph, or to encounter every mortification of defeat.

\* \* \* \* \*

I will not, however, at this time, and in this mode, enter further into the detail of those answers which I am able, on incontrovertible evidence, to apply to all your remarks: and it can hardly be necessary before the public tribunal (where your characters and conduct have long stood arraigned) to vindicate myself from accusations and calumnies, that depend on your assertion alone. But let the appeal be made; let our fellow citizens decide upon the notoriety of the facts; which has most cause to deprecate the fatal connection that has hitherto subsisted between us! On your part, I know not of any foundation for complaints, unless it shall be traced to the detention of a useless parcel of old and cancelled notes, or bills, which I shall willingly surrender, on the final liquidation of our accounts. But to me, the retrospect furnishes a lamentable picture indeed; in which my con-

fidence has only been equalled by your treachery; and an ample fortune, in specie and in land, has been so absorbed by your machinations, as scarcely to leave any symbol of its existence, but the waste and worthless paper, branded with the signatures of Morris and Nicholson.

Under such circumstances, I may confidently retort your aspersions and menaces, with contempt and defiance; and though the lure of your arts and the contagion of your example, have undoubtedly led me into great errors (injurious, perhaps, to many individuals, for whom I am anxious to prepare all the reparation in my power) I trust that I have never yet been so debased by prosperity, or by misfortunes, as to render it hazardous, on any point of reputation, or in any form of inquiry, to engage in a comparison with you—My veracity, is, at least, untainted by any abuse of public trust; my conscience will never be disquieted by the embezzlement of a widow's or an orphan's portion; and, I hope, I shall never be so callous as to smile, in pomp and luxury, on the penury and ruin, which I have inflicted on others.

Be assured then, Sirs, that a competition with you in a court of justice (where, alone, I shall ever again consent to answer you) or an appeal to public opinion, has no terrors for me; I have been despoiled of my property; but my integrity, and that peace of mind, which is the inseparable concomitant of integrity, you can never destroy.

JAMES GREENLEAF.

April 22.

The allusion to the Comptroller-General and the Financiers' confusion of funds, state and federal, touched a vulnerable point; the sting maddened to frenzy. They rejoined, April 26, 1797; Greenleaf adhered to his announced silence.

In a doubting way, Morris to Scott, May 1, 1797, writes:

I suppose you have seen Greenleaf's abusive Letter & my moderate Reply—  
People think us victorious in that Contest.

And again, May 8, he to Scott writes:

My enemy pleases himself very much and takes great Credit with asignees for having hunted out the road to these attachments and he is setting as many of our Creditors as he can on the same scent. I hope that he & they will get as sick of this businefs as he is of being an "Author" I believe he does not mean to reply to our last letter which was written in terms of great moderation in reply to his very abusive one.

I conclude *Quarrels* with Morris's letter to Scott which is apropos in a summary style to several subjects in this work:

PHILA MAY 10, 1797

Master Jemmy has opened Pandoras Box, and if I am not mistaken much of the Mischief will attach to himself—In the mean while he has injured us exceedingly and I would chastise him in a personal Interview but for certain Injunctions

and Considerations which must be submitted to—You touch me to the quick in regard to the Building Subject—I have expended ten times the sum I was told my House was to cost & the Roof is not compleat, the south Front not carried up nor a single floor laid or Wall plastered and now I am out of money and Credit, so that all stands still, and unles Times change the Work cannot be resumed by me—Thus you may judge how sufficiently I am chastized for my folly—I call it folly altho' when I began that House I knew that in a few months I was to receive £75000 Stg Cash, which I did receive, but before it came I was involved for £124,000 Stg in the failures of March 1793 in London, & the sacrifices made to keep along ever since have always kept me in Trouble Loss and difficulty.

Adieu My Dr Sir

I am truly

Yrs

ROBT MORRIS.







## MISFORTUNE.

Open the prisoner's living tomb,  
And usher from its brooding gloom  
The victims of your savage code,  
To the free sun and air of *God!*

*The Prisoner for Debt.—JOHN GREENLEAF WHITTIER.*

SAYS William B. Wood in *Personal Recollections of The Stage*:

One side of the Prune street debtor's prison was neatly laid out as a garden, and well kept, affording an agreeable promenade for the luckless inhabitants of this Bastile, during a large portion of the day.

Mr. Morris appeared cheerful, returned my salutations in the politest manner but in silence, continuing his walk, and dropping from his hand, at a given spot, a pebble in each round, until a certain number which he had was exhausted.

Mr. Morris said he made fifty journeys daily and that he adopted this practice for exercise.

Mr. Wood further says:

While I offer this little picture of morning *walking* party, on one side the prison, I must not forget a *riding* party on the other, nearest to Fifth street, in this department, which I was occasionally permitted to overlook. Mr. James Greenleaf with Mr. Nicholson, for many years Controller of the finances of Pennsylvania, who had been the partner of Mr. Morris's enterprises, and with them of his misfortunes, had the privilege of forming a small circle, and indulging himself with a rapid ride, on a fine horse, each morning at the period alluded to. \* \* \* It was quite amusing to observe with what skill habit had enabled him to make those swift evolutions, within so very limited a space.

What were the prison bounds and with what he improved the hours and overcame the weariness of restraint all I have is the equestrian exercise the actor-author relates other than he petitioned the National legislature for measures of mitigation.\*

\* American State Papers, Mis. Vol. I, p. 180.

I am anxious to touch upon every incident yet will not overstep the authentic for the dramatic. It is more than a conjecture that Greenleaf delved for the deep thought hidden in books of linguistic diversity, and that he believed this mental recreation in devising plans to plague the two through whom he came to dwell in

The very mansion-house of misery.

Greenleaf's career was rapid; four years from courted millionaire to creditor's prisoner. Like a flight to the zenith and fall to the earth was his change of condition.

On the tolbooth or city jail of Edinburgh is the inscription:

A prison is a house of care,  
A place where none can thrive,  
A touchstone true to try a friend,  
A grave for one alive;  
Sometimes a place of right,  
Sometimes a place of wrong,  
Sometimes a place of rogues and thieves,  
And honest men among.

Imprisonment for impoverishment is a rough remedy. It seems illogical and inconsistent to deprive the debtor opportunity of earning and paying. The other measures are sufficiently severe without this coercive. Athens permitted the creditor to consign the debtor to slavery and Rome not only allowed the creditor to sell the debtor but to brutally maltreat him. Modern progression has ameliorated the penalty of financial misfortune. In advance of England, the Empire State in 1831 abrogated imprisonment for debt except in cases of criminality, and the other states followed its legislative lead. The subjection to durance of Morris, Nicholson and Greenleaf, whose debts arose from too firm faith in the great growth of the new-born republic, illustrated the law's harshness and directed to repeal; more especially the loss of liberty to Morris to whom the nation was indebted for its liberty.

The distress of mind and the deprivation of liberty in the confines of prison walls for Greenleaf must have been for a limited period, perhaps a year. He was in debtors' prison, October 18, 1797, for that day, Morris informed Nicholson:

— told me the other day that Greenleaf is held in jail only by one suit and was near getting out but something happened to prevent it.

Monday, the 26th of February, 1798, to Greenleaf was an eventful day. On that day he was on the outside of the walls; perhaps pending a judicial decision. On that day, Morris to Nicholson writes:

I fear Greenleaf will be remanded here and if so his room will not be given up. He thinks that a man who gives *nine millions* of property to his creditors ought to be liberated and you will probably think so too as I do, "But"

And, on the same day, Morris sent this note:

WILL<sup>M</sup> CRANCH Esqr

DEAR SIR

I am sorry you happened to ask for me when it seems I was engaged, but as I shall be glad to see you, it is only knocking at my door, as you go to or from Mr Greenleaf's room, and you will at one time or other find me disengaged and as usual your friend & hble Servt!

The presence of Cranch in Philadelphia was in the capacity of adviser. A notification in Philadelphia and Washington papers had appeared:

The subscriber informs those whom it may interest or concern that the Judges of the Court of Common Pleas have appointed

Monday the 26th day of February next  
to hear him and his creditors at the Court-house in this City on the subject of his petition for the benefit of the Insolvent Law, and that their attendance is desired.

JAMES GREENLEAF.

PHILA. January 15, 1798.

Although in prison Greenleaf did not desist from waging relentless war on his erstwhile associates as Morris testifies:

You and I are sued by him or somebody for him in every instance I believe where they could bring suits, he has injured the sale of all our property by cautioning the world against buying it, and he has pursued me in Europe and in short he has injured you and me in every way he could think of, are we to bear all this and show no resentment. Ought we not to bring suits against him for the balance that may be due to us, for damages &c &c so as at any rate to keep him where he now is. You are a great Lawyer and I expect your opinion without a fee Good Night

Greenleaf was liberated the 30th of August, 1798.

Mr. Parkinson, the English tourist, as to common disaster of American deals, has this to say:

To show this is true, I will give an example in the speculations of the well-known Messrs. Morris, Nicholson, and Greenleaf.—Mr. Morris had so much credit as a banker during the American war, that his notes were current when

those of the United-States would not be taken either in their country or abroad. When the war was over, Mr. Morris, not knowing what to do with his money, speculated largely in lands, and took these other two gentlemen as partners. They are broke, have all been in gaol, and Mr. Morris must die there.

James Greenleaf applied March 10, 1798, to the Supreme Court of Pennsylvania for the benefit of the insolvent laws. Upon direction of the Court, March 31, 1798, he assigned his estate, real and personal, legal and equitable, to Robert Smith, Mordecai Lewis and James Yard, and was discharged as an insolvent debtor. These assignees declined the execution of the trust. Subsequently, March, 1800, on the petition of creditors, Thomas M. Willing and Joseph S. Lewis were substituted as assignees and they also declined to act. In pursuance of an order of the Court, March term, 1804, constituting John Miller, junior, sole assignee, Robert Smith and James Yard, surviving Mordecai Lewis, March 16, 1804, conveyed to him Greenleaf's estate.

On February 9, 1799, Greenleaf petitioned the Chancellor of the State of Maryland for the benefit of the insolvent laws of that State, passed in 1798, and he was discharged August 30, year. That Court appointed William Cranch trustee and in conformity with legal requisite Greenleaf conveyed to him his property, real, personal and mixed. This was a formality as the insolvent had before transferred his estate and effects to the trustees in the proceeding in Pennsylvania.

Finally, Greenleaf applied for the benefit of the bankruptcy laws of the United States. The Judge of District Court of the United States for the District of Pennsylvania appointed January 11, 1803, a commission to take charge of Greenleaf's property of every description; and these commissioners, Mahlon Dickerson, Thomas Cumpston and Joseph Clay, March 12, 1803, conveyed the same to Edward Burd Shippen for benefit of the creditors. Afterwards at a meeting appointed by two of the commissioners and a major part of creditors in value of credits, removed, at his own request, Shippen and selected John Miller, junior, assignee in his stead, and, in consequence, two commissioners, Dickerson and Cumpston, and the assignee, Shippen, conveyed March 17, 1804, to Miller, junior.



## JUSTICE.

**W**ITHIN the prison walls, Morris writes:

James Greenleaf. This is an unsettled account, and I suppose ever will be. Here commenced that ruin which has killed poor Nicholson, and brought me to the necessity of giving an account of my affairs. But I will forbear to say more, lest I shall not know where or when to stop.

Morris is inconsistent in charging his financial disaster to Greenleaf as in his petition in bankruptcy he dates his troubles from the failure of two houses, John Warder and Co. of Dublin and Donald and Burton of London, in the spring of 1793, involving £124,000 sterling. This fact Morris frequently mentions in his letters. Here is one to Mrs. Greenleaf's uncle:

May 8, 1795.

ANDREW ALLEN Esqr

DEAR SIR

Your polite & obliging Letter was delivered to me yesterday—I am sorry that you should participate in any part of my disappointments which owing to the failure in England in March 1793 have been heavy as well as expensive.—I am employed constantly in raising the means of taking up my Paper and you may rely that I will not suffer that which you possest to remain so long as to incommod your arrangements— I am Dr Sir Yrs

This financial misfortune was before he formed any alliance with Greenleaf. The biographer of Morris is constrained to say that the attribution of his ruin, wholly, to Greenleaf is unjust.\*

Charles Henry Hart—*Mary White—Mrs. Robert Morris:*†

We now approach near to the period of her husband's great financial misfortunes, brought on by his striving after large possessions and his misplaced confidence in one of his associates. He purchased, at merely nominal prices,

\* The Financier and the Finances of the American Revolution—*Sumner.*

† An address delivered by request at Sophia's Dairy, Harford Co., Maryland, June 7th, 1877, on the occasion of the Reinterment of the Remains of Colonel Thomas White, before a Reunion of His Descendants.

varying from a few cents to a dollar an acre, many millions of acres of unseated lands in the several States of the Union, some individually and others in conjunction with John Nicholson and James Greenleaf, with whom he subsequently organized the North American Land Company in February, 1795. Early the following year Morris and Nicholson found that they had joined their fortune with the wrong man, and endeavored to extricate themselves by purchasing his interest, but alas! too late; the evil planted by Greenleaf was too wide-spread, and had taken too deep root, to be killed out and eradicated, and thus by his dishonest and rascally conduct was Robert Morris dragged under and sacrificed.

#### C. H. H.—*Robert Morris* : \*

On Mr. Morris's retirement from private life, he began to speculate in unimproved land in all sections of the country, and in February, 1795, organized, with John Nicholson and James Greenleaf, the North American Land Company, which, through the dishonesty and rascality of Greenleaf, finally caused his ruin, and burdened the closing year of his life with utter poverty.

Now, I am tempted to exclaim here is wild accusation. Morris himself laid the train to financial wreck ; his connection with Nicholson made it doubly sure; his connection with Greenleaf may have accelerated it. Morris's bitterness towards Greenleaf is natural yet in a measure unwarranted. It already appears that Nicholson forced a newspaper controversy contrary to Morris's protest. Nicholson's long-drawn seven-times accusation to which Morris loaned his name drew from Greenleaf's pen the philippic which lastingly cut. It was either for Greenleaf to acknowledge or retort and he did that which only could be expected. For the injury to Greenleaf, Morris failed to ask forgiveness; the injury to himself he failed to attribute rightly.

Greenleaf's contra-criticism is more moderate. He says that

On the 26th of September, 1793, the net or clear value of his estate was considerably upwards of a million dollars. That in May, 1797, the principal part of his estates was pledged for the payment of his responsibilities or indorsements for Mefrs. Morris and Nicholson. That at that time, the amount owing to him, exceeded two-fold, the amount owing by him; that the affairs of Morris and Nicholson were in May, 1797, considerably embarrassed, but though he was at that time their largest creditor, it was hoped by him and as he believes sanguinely expected by them, that their resources would enable them to extricate themselves from their embarrassments.

Greenleaf when he became interested with Morris, 1793, had a million dollars; September, 1796, he carried two millions of

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\* *The Penna. Magazine of History and Biography.*

Morris and Nicholson's obligations ; June, 1797, they executed an assignment to secure obligations to Greenleaf of nine hundred thousand dollars, and on other obligations Greenleaf instituted suit April, 1797, for four hundred and fifty thousand dollars. Greenleaf had a fortune to lose and lost it. It has been debated whether Morris was ever solvent.\* Of the reciprocal justness of each member of the triad, I do not venture criticism; likely, they were all partly fair and partly unfair ; misfortune wrought friction whereas with fortune all would have smoothly flown. It is a fair inference that with progressing time the differences diminished between the two disputants.

This from the *Washington in Embryo* is a sample criticism :

Among the experiments of some magnitude in 1793, the contract of the Commissioners with Robert Morris, James Greenleaf and John Nicholson may be noticed, for the sale of 6,000 city lots, at \$80 per lot, in seven annual installments without interest, upon the condition that the purchaser should erect in each of the six succeeding years twenty brick houses, but the said parties utterly failed to comply with any part of the contract, and the Commissioners found themselves very seriously embarrassed by their failure.

This is the general impression. The impression has slight truth for a basis.

From George Alfred Townsend's *Washington Outside and Inside* is taken the sales made by the several boards of Commissioners :

1st. Johnson, Carroll and Stuart . . . . .	6227 lots	\$541,384
2d. Scott, Carroll and Thornton . . . . .	83 "	50,217
3d. Scott, Thornton and White . . . . .	101 "	41,081
	<hr/> 6,411	<hr/> 632,682
By Greenleaf . . . . .	6000	480,000
By all others . . . . .	411	<u>152,682</u>
The Morris-Greenleaf purchase was . . . . .		\$480,000
Less credit of one thousand lots on the personal responsibility of Morris, Greenleaf and Nicholson—Agreement, April 24, 1794 . . . . .		80,000
	<hr/> \$400,000	
Due January 1, 1801 . . . . .		115,241†
Previously paid . . . . .		<u>\$284,759</u>

\* The Financier and the Finances of the American Revolution—Summer.

† Report of Commissioners, January 28, 1801—American State Papers, Vol. I.

From what other source, or combination of sources, other than state and national, was realized resources, equal to this, for public buildings? For a verity, without Greenleaf's purchase, his and his coadjutors' efforts, the public buildings would have been in no condition of forwardness at the time set for the removal of the government to the Federal City. And, then, but for Greenleaf's residential improvements and for those of his grantees, the representatives of government would have had naught else than the earth for a couch and the heavens for a canopy.

This is the resumé. Until Greenleaf appeared the Commissioners' sales were slight; he purchased six thousand lots and concerned two capitalists in the enterprise; he undertook to procure for the Commissioners a loan in Holland; they expected from the sale and loan ample funds; from the sale they did receive two hundred and eighty-five thousand dollars; he had successfully financiered in Holland and would have consummated the loan had not war precluded; he made personally the only large sales—to Law and Duncanson; he and his assigns, especially Law, erected nearly all the residences in readiness for the removal from Philadelphia to Washington. But for Greenleaf, individually and instrumentally, in probability, would the transfer of the governmental seat have been made?

Law to Greenleaf, July 4, 1795, writes:

You gave a Spring to the City by your Contract & buildings.

And so he did. He stimulated purchasing and improving. He and his associates not only endeavored to carry out their building stipulation but engrafted the prescribed provision in their contracts with purchasers and insisted on performance. Nicholson to the Commissioners, February 3, 1797, writes on the subject and submits a schedule of all their sales and building contracts in Dr. and Cr. form and it reveals faithful adherence as in their power lie on original lines.

PHILA July 30 1797.

GUSTAVUS SCOTT  
WM THORNTON } Esqrs  
ALEX<sup>R</sup> WHITE } Commissioners of the City of Washington—  
GENTLN

Two Considerations stimulate us however, to accomplish the Payments—the first is, that sense of Justice which induces us to wish punctuality in perform-

ing our Engagements, and which has only been prevented by imperious necessity; the other is, a Knowledge that the Public Interest and our own is so combined that the former cannot suffer without Injury to the latter—Our ardent desire to furnish you with Payments that may enable you to carry on the Public Buildings at almost any Sacrifice is founded upon those two Considerations above mentioned, and does not arise from Apprehensions of the threatened sales.—

ROBT MORRIS.  
JNO NICHOLSON.

Amongst those who by their wealth, talents, or industry have contributed to the formation of an infant Metropolis may be reckoned: JAMES GREENLEAF. *The Washington Guide*—William Elliot.

Justice standeth afar off; for truth is fallen in the street.

Let those who write of the pioneers and promoters of the primitive period deal justly and speak truly. Let them fairly measure the achievement of James Greenleaf and at least ascribe him—*prince*; as for me I shall ascribe him—KING.







## DREAMS.

**W**HAT dreamers these! A few months more and on the broad bosom of the Potowmack will be borne from Europe, Asia and Africa ships brimming with supplies for the multitudes to assemble hither from everywhere; and while the white wings dot the water-ways, the roadways to the City will be race courses for lumbering stage coaches packed with investors pitching on to the goal of fortune. It will be a merry race; a merrier race than the Bagman's uncle, the lovely lady and the mail-coach and the avenging pursuers. In a few moons armies of laborers will be levelling thoroughfares and mechanics will be building mansions and shops and counting-houses and warehouses and wharves. And in a quarter, will from tall chimneys volumes of smoke ascend, and will from the quays, vessels with anchors weighed and sails spread, depart with returning cargoes. *It is a dream, a dreamer's dream.* And peradventure, some dreamers dispensed with all wait and dreamed with the dawn of the morrow's sun would appear an opulent metropolis created by the genius of magic or the swirl of Aladdin's lamp.

Greenleaf had only been interested in the city two months and could count off on the digits of his hands the new houses when he vehemently protested to President Washington, and convinced him too, that there should be no hospital within its limits.\*

And the enthusiastic Greenleaf foreseeing the overgrowth of the city, the requirement for suburban subdivision and large appropriations for land taken in street extensions straightway buys "on the meanders" of the east side of the Eastern Branch of the Potowmack, just beyond the ancient Anacostia Fort, two

\* President Washington's letter to Daniel Carroll, December, 1793.

thousand acres or more. And the exuberant Morris to his son-in-law from the spot, September 17, 1796, writes :

I am doubting whether to accept 15d p square foot now offered for a Lot & ask 25 cents for another, Gen<sup>l</sup> Lee offers 300 D<sup>s</sup> p Lot for 150 lots but this is thought too low, I believe if it were practicable for me to keep my lots until the year 1800 the price will not be less than from \$1500 to \$3000 p Lott.

And with a clearer view he to Hetty's husband again, November 1, 1796, writes :

When I left Philad<sup>l</sup> I would gladly have sold lots at 6d p square foot, which we have sold here on the spot for 13, 18, 20, 25 & some at 50 cents p square foot. This rise has been effected by our exertions & operations and may be supported & indeed carried still higher could we stay here & pay that unceasing attention which the property merits, it is unquestionably the first object in America and will prove a glorious estate to all who hold on I am delighted with the place, nature has done for it all that could be desired & I see that man will soon do the rest.

And that charming chronicler, Oliver Wolcott, then Secretary of Treasury, on Independence Day, 1800, tells his wife :

There appears to be a confident expectation that this place will soon exceed any in the world. Mr. Thornton, one of the Commissioners, spoke of a population of 160,000 people, as a matter of course, in a few years. No stranger can be here a day and converse with the proprietors, without conceiving himself in the company of crazy people. Their ignorance of the rest of the world, and their delusions with respect to their own prospects, are without parallel.

#### The air-built castle, and the golden dream

vaniſhed. Disappointment and disaster came to dreamers all. Ample time had they to discover and discuss their delusions, and some have preserved their ideas for posterity. And lookers-on have recorded their observations.

Oliver Wolcott, July 4, 1800, writes :

Immense sums have been squandered in buildings which are but partly finished, in situations which are not, and never will be the scenes of business ; while the parts near the public buildings are almost wholly unimproved. Greenleaf's point presents the appearance of a considerable town, which has been destroyed by some unusual calamity. I had no conception, till I came here, of the folly and infatuation of the people who have directed the settlements. Though five times as much money has been expended as was necessary, and though the private buildings are in number sufficient for all who will have occasion to reside here, yet there is nothing convenient, and nothing plenty but provisions ; there is no industry, society, or business. With great trouble and expense, much mischief has been done which it will be almost impossible to remedy.

**Thomas Law, 1804, writes :**

It will be naturally asked, why the permanent seat of government advanced so slowly? In answer let it be remembered that at first doubts were suggested of the coming of Congress, and afterwards serious apprehensions were entertained, that they would not continue in Washington City. The greatest obstacles to advancement however were the counter-actions of Alexandria and Georgetown, which being previously established, supplied the city with building materials, goods, &c, whereby these two places have increased their population about five or six thousand.

Unfortunately, also, the public buildings, being placed at a distance from each other, created a division among the inhabitants; and the question has always been agitated, which end of the city would preponderate? If the Capitol and President's house and offices had been nearer, one common interest would have united the citizens, and a concentrated population would have appeared, advantageous and agreeable to all.

**John Templeman, Georgetown, January 20, 1804, writes :**

The operation of government will continue the growth of the city; but not in any proportion equal to what would take place when commercial operations were combined with those of government.

That Mr. Templeman was not alone in his view I call attention to young Stevenson\* who forewent honors and abandoned investments at the Capital City; purchased at the confluence of the Alleghany and Monongahela and became a founder of Pittsburgh.

**John Law, August 22, 1820; says :**

No central point at which improvements might commence, and thence diverge, was established. Accordingly, much of the capital that was expended, in the infant state of the city, on buildings in remote situations, capriciously selected, was unprofitably lavished away; and the evil is apparent from the ruins of many, and the low rent of other houses, which were erected before the year 1799. A loose and disconnected population was thus scattered over the city, and, instead of a flourishing town, the stranger who visited us saw, for years, a number of detached villages, having no common interest, and furnishing little mutual support.

No matter what reasons were at that time assigned for slow growth, we, at this time can safely say, the expectations of the early enthusiasts were beyond the limits of probability. How-

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\*James S. Stevenson came to Washington from Adams County, Pennsylvania. Became a druggist succeeding by purchase Dr. John Bullus at the Navy Yard, Nov. 1806. Was a stockholder of the Commercial Co., May, 1808. Director of Bank of Washington, original board, 1809, and until 1812. Member of the Sixth Council, 1807, First Chamber; Eighth Council, 1809, Second Chamber; Tenth Council; Alderman, 1812. In Pittsburg he amassed wealth and acquired political preferment. Was a member of Congress, a gubernatorial candidate and coadjutor of Hon. James Buchanan. Died October 17, 1831.

ever, I can add that in 1795 and 1796 in England was a financial panic and in this country, coincident stringency. The price for money was 2% and 3% per month even to persons of good credit.

Morris to Cranch, November 13, 1795, writes:

Hard, very hard, is our Fate to be starving in the midst of plenty, for we have abundant property, Money however cannot be obtained for any part of it at present but it will come by & by.

This was a crucial period and nothing beside financial fright could possibly have been so detrimental to the development.

Mr. Greenleaf had accumulated a great fortune by speedy strokes. He had only crossed the threshold from youth to manhood and was rich. By his twenty-seventh year in land and specie had he a million dollars. Still he was without the experience that years and observation teach. He lived in a time of patriotic fervor and speculative enthusiasm. The leaders in the forum, and at the bar and in trade were carried on wings of venture; they all sowed the wind and reaped the whirlwind. He was imbued with the reigning spirit.





## LITIGANT.

THE crier observed the friendly features and stalwart form of Mr. Greenleaf and cried: *Oyez, oyez, all persons having business before the honorable court will draw nigh and give attention, court is now in session;* on the morrow whether the sun shone in all its effulgence, or whether its joyous beams were obscured by cloud, or whether the rain poured, or whether the hail pelted, or whether the snow impeded, weather fair or weather foul, the crier observed Mr. Greenleaf, and cried *oyez, oyez;* on the morrow the crier noted Mr. Greenleaf was not missing and cried his perfunctory proclamation, and so on the successive morrows, week upon week, month upon month, year upon year, decade upon decade. It is not said, that his honor did not stiffly incline his head towards the litigant, take his seat and direct the call of the calendar. Courtesy was due to the litigant, not that his sister Nancy was the wife of the Chief Judge but that he supplied largely the grist which kept the judicial mill grinding. This, the tradition, I more than suspect, exaggerates the fact, yet is not an extravagant exaggeration.

From September, 1793, to July, 1795, Mr. Greenleaf frequently was here on visits from New York. In 1804, he came to Washington to remain. He came to assert the title, the claim of title, the equity in title to every square foot vested in him, in his assignees, or in his legal representatives.

Mr. Greenleaf, evidently, was bred to mercantile pursuit. In the race for riches he was well on the course at the time I first find him, his twenty-third year. He then with a partner embarked

in commerce and side speculation in American bonds and lands, conservatively in the latter compared with his later ventures. His real estate transactions required of lawyers, opinions and formulation of instruments, which to an extent familiarized him with the law. When Mr. Greenleaf came to Washington to litigate it does not appear that he had taken a degree or a course of study yet it does appear he was well versed and mentally equipped for practice. His legal papers—affidavits, contracts, pleas, stipulations—are neatly penned, appropriately endorsed, aptly even elegantly expressed and in marked contrast to the papers of the lawyers of that day, roughly written, oftentimes on scrap of sheet, crossed and scratched, added to and subtracted from; and who if they used an unlucky expression not yet dry upon the paper promptly obliterated the same with the pen and sometimes more effectively with the thumb. This, their slipshod method, too, in cases the issue of which was tens of thousands. It is noteworthy that not once did Mr. Greenleaf ever call himself a lawyer or designate himself by a lawyer's title.

For nearly forty years Mr. Greenleaf appeared in law court and in chancery, with suits for ejectment and bills for injunction and account; for he was the aggressor and took the initiative. He was his own lawyer and reversing the adage had no fool for a client. That he ably assisted himself is attested by the fact that in all of his six cases appealed to the Supreme Court of the United States to which he was party, plaintiff or defendant, he was successful; and in the seven cases, four consolidated into one, appealed by the trustees of the *aggregate fund*, he was also successful, although in some of the latter not to the entire contention. Of the thirteen opinions, Chief Justice Marshall delivered three, Justice Johnson, six, Justice McLean, one, Justice Story, two, and Justice Washington, one. Before the tribunal of last resort and sometimes before the original court, Mr. Greenleaf had the cooperation of eminent counsel. The *first* cause, Chancery Docket 1, No. 1, filed March 24, 1801, Pratt and others against Duncanson and Ward, is a Greenleaf case; The first session of the original court, Kilty, Chief Judge, Marshall and Cranch, Assistant Judges, was held March 23, 1801 at the Capitol.

The deeds from Greenleaf to the various assignees and trustees under the bankruptcy proceedings were recorded in the

states where they arose but *not* in the District of Columbia. Under the statutes in force in the District no estate passed without the deed was enrolled in the county where the land lies within six months from its date. So that the deeds of Greenleaf for creditors affecting any estate or equity vested in him in this District were mere nullities—and being discharged from debt reposed the same in him exempt from involvement.

The bankruptcy litigation was conducted by Mr. Greenleaf on a shrewd system. The assignee and trustee were of his choice. The trustee Cranch, December 28, 1803, executed to Greenleaf the amplest authorization, as did, April 4, 1804, the assignee, Miller.

Pratt and others trustees of the *aggregate fund* constituted January 18, 1804, and April 8, 1805, Greenleaf their attorney-in-fact with plenary powers.

When Mr. Greenleaf affixed his signature to stipulation or compromise it took this formidable shape:

JAMES GREENLEAF,  
 JOHN MILLER, Jun<sup>r</sup> Assignee  
 & Trustee of the Estate of  
 James Greenleaf under the  
 Insolvent Law of Pennsylvania  
 and Bankrupt Law of the  
 United States  
 by his Attorney in fact  
 JAMES GREENLEAF.

WILLIAM CRANCH, Trustee of  
 the Estate of James Greenleaf  
 under the Insolvent Law of  
 Maryland  
 by his Attorney in fact  
 JAMES GREENLEAF.

Henry Pratt  
 John Miller, Jun<sup>r</sup> } (who survived Thomas W. Francis)  
 John Ashley  
 Jacob Baker  
 Assignees of the joint and separate  
 Estate of Robert Morris, John  
 Nicholson & James Greenleaf  
 by their Attorney in fact  
 JAMES GREENLEAF.

**PRATT AND OTHERS *against* DUNCANSON AND WARD.**

**PRATT AND OTHERS *against* LAW AND CAMPBELL.**

**LAW *against* PRATT AND OTHERS.**

**CAMPBELL *against* PRATT AND OTHERS, DUNCANSON AND WARD.**

Morris, Nicholson and Greenleaf to Law, December 3, 1794, gave their bond with condition to convey in fee simple within ninety days 2,400,000 sq. ft., he having paid them five pence Pennsylvania currency per square foot for the same. On the day following an agreement was executed by which Morris, Nicholson and Greenleaf covenanted that if Law within eighteen months should be displeased with his purchase, the consideration would be returned with interest; and Law covenanted that if within that time he determined to keep the land he would within four years from time of such determination cause to be built on every third lot, or in that proportion, one brick building at least two stories high. On March 10, 1795, Law made the purchase absolute, and Morris, Nicholson and Greenleaf agreed that Law could select under the contract of December 4, from any squares in which they had right of selection, and also agreed to mortgage to Law other squares which were in their possession until they could give him good title to such property as he might select. Pursuant to this last agreement September 4, 1795, the mortgage was executed. Law received in round numbers nearly 2,000,000 sq. ft., but before Morris, Nicholson and Greenleaf could perfect title to the balance of Law's selection they made an assignment, June 26, 1797, to Pratt and others, trustees.

Morris, Nicholson and Greenleaf to Duncanson by a second mortgage, September 12, 1795, secured the mortgagee against the return of certain accommodation drafts.

Campbell secured an execution against Morris and Nicholson and under it bought certain properties embraced in the mortgage to Law. Law released these to Campbell without the sanction of the mortgagors.

Morris and Nicholson were disposed to treat Law justly, and so, too, Greenleaf; the former prior to legal hostilities, the latter, in their direction and progress; they, all, were willing to concede even more than they thought his due. It appears then on either side to have been an honest difference of opinion. Law insisted on strict exaction.

**Mr. Morris to Mr. Nicholson, November 27, 1796, writes:**

The account you give of Mr Laws Conduct grieves me much both for his sake and your own—You know that my mind has ever been opened to the eccentricities of his Character & that my feelings frequently revolted at the inconsistencies he was guilty of, but still believing, as I always have done that he possessed an excellent heart, it was my earnest desire that we should finish our business with him on terms entirely to his liking, if possible to be done even with some sacrifices on our part if necessary—This is still my Wish if the Commissioners will release us from the obligation of the building clause in our Contracts so far as Mr. Laws Lots are concerned I have no Objection to release him but if they insist that a House must be built upon every third Lot, he must do it—We cannot—we neither coaxed or forced him into the Contract—he made the bargain with Mr. Greenleaf without our intervention, and the signing of it was his own voluntary act—I agree therefore with you that we are to make his Titles in strict Conformity with the Article of Agreement, and then should he refuse to deliver up and release the mortgage, we must compel him by a suit in Chancery to do it, altho' such a measure will be distressing to my feelings, yet if right and Justice require it must be done.

An elaborate computation, a scheme of compromise, seemingly fair, is endorsed on this letter :

E. B. CALDWELL, Esq

SIR,

I was unfortunate in not finding you at your house or office, at several times calling both yesterday & today. The foregoing is the proposal I would make to Mr Thomas Law, on the part of those for whom I act, and which I trust he will have the wisdom to accept, but if not accepted, he will please distinctly to understand, that the disposition the present overture evinces, for conciliation and settlement with Mr. Law, is in no wise to be construed as impairing any of the rights of those for whom I act, or as yielding any strength or countenance to what is contended for, or to any possible claims or pretended claims either present or future on the part of your client.

I am respectfully,

Sir,

Yr very obt Serv.

JAMES GREENLEAF.

CITY OF WASHINGTON, Aug 5, 1809.

To this proposal this reply :

I should not consider myself Justifiable in troubling my father by information of any proposals of Pratt Francis &c: except the proposals were founded upon this equitable principle, that my father should have the right of selecting from their property lots to the value of those he selected from Carroll's property, & to the amount of his damages sustained by the detention of the 464,000 sq. ft now unconveyed.

JOHN LAW

Mr. Justice Johnson who delivered the opinion speaks of this celebrated cause as "intricate and voluminous" and of "the formidable bulk of 900 folios!" It takes 45 pp. of the Supreme Court report.

The trustees contended that Law had failed to comply with the covenant to build on every third lot or in that proportion and that the failure was to their detriment. However the court decided that Law was not restricted to specific lots on which to build; his choice, therefore, extended over the whole and the obligation was not complete until the whole was conveyed to him; and that, Law was originally induced to enter into stipulation in consideration of similar stipulations by Morris, Nicholson and Greenleaf with the Commissioners and that their failure was an excuse in part for desisting in building.

The trustees sought to enjoin Duncanson from foreclosing. At the solicitation of Ward, who held some of the drafts, Duncanson had permitted foreclosure acts proceed so far as advertisement. It developed that Greenleaf had paid the drafts in Ward's possession and that the mortgage should have been released.

The trustees' contentions for the release from Law's mortgage, to compel Law to complete selection, and to vacate Law's releases to Campbell were denied.

Law had received 1,873,087 $\frac{3}{4}$  sq. ft. leaving 526,912 $\frac{5}{8}$ . The court allowed him this at original purchase price 5 p. Pa. currency per sq. ft. \$29,272.92 and interest from January 1, 1797, to January 16, 1816, \$33,371.13, in all, \$62,644.45.

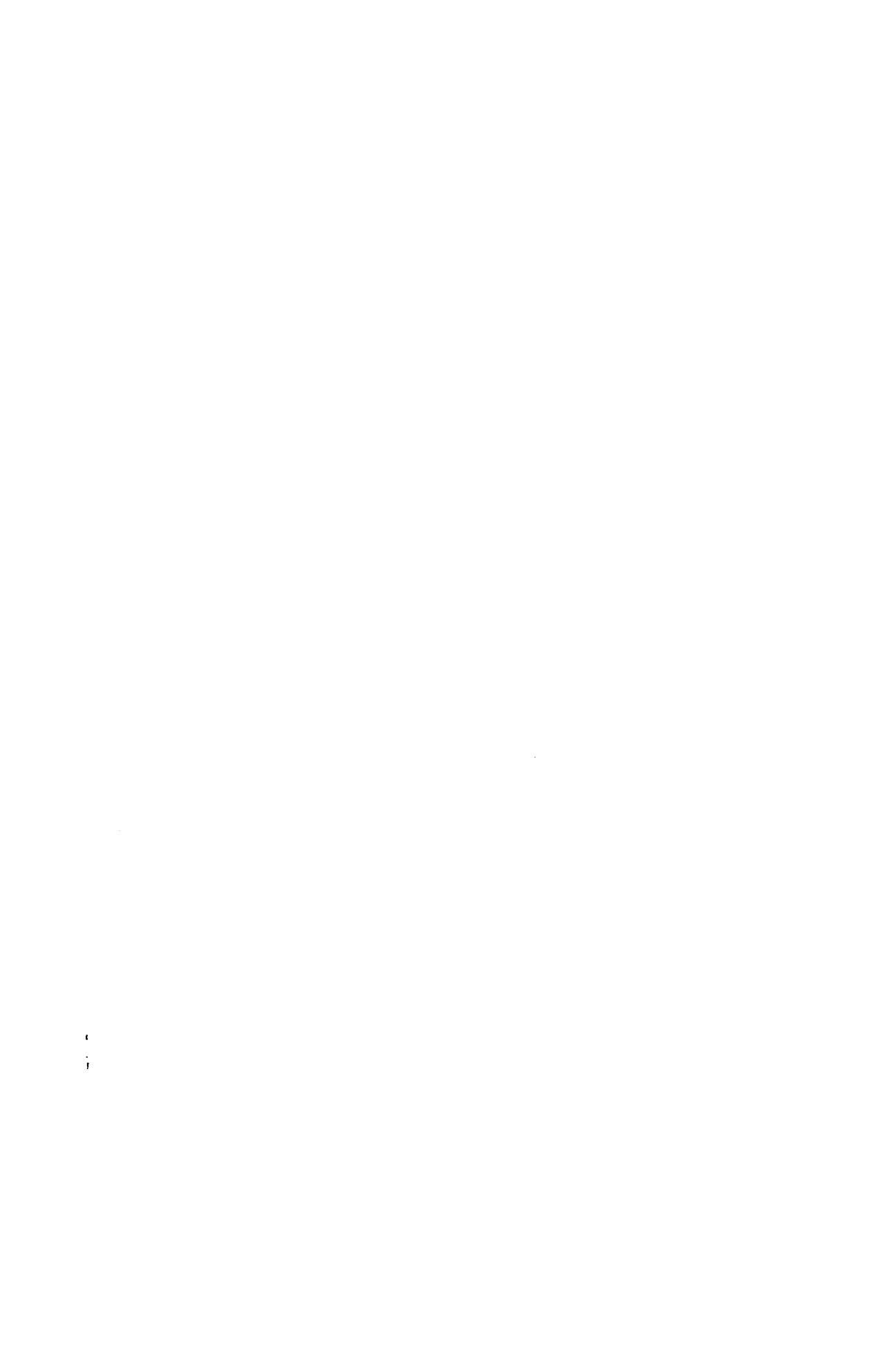
Campbell was charged with that proportion of this amount as the property released to him by Law bore to all embraced in the mortgage.

The consolidated cause, Pratt and Law, was in activity over fifteen years. It is perhaps the most voluminous in the chancery files. It contains material for a new chapter and a comprehensive one in a history of early Washington.

#### PRATT AND OTHERS *against* CARROLL.

The legal engagement began by the challenge of Greenleaf and acceptance by Carroll, photographically reproduced. After the jollification, September 26, 1796, Nicholson, and perhaps Morris did some additional work on the twenty buildings in a desultory manner. In May, 1797, Carroll seized the houses; he





made no effort to preserve them. The bill was filed December 19, 1804. Plaintiffs claimed specific performance of contract. The Supreme Court because of the delay of seven years in instituting litigation refused except on modified terms. Upon the mandate of court for further proceedings the shrewd Greenleaf as agent and attorney-in-fact for complainants in the management and conduct of the suit to have the trial in Alexandria made oath, July 6, 1814, that from the complicated and ramified nature of disputes concerning city property formerly belonging to Morris, Nicholson and Greenleaf, great number of its citizens have become directly or colaterally interested and that he was in the predicament of bias and that there was no reasonable prospect of unprejudiced hearing. Carroll was charged with rents and interest thereon \$28,267.20; damages \$19,000.00; interest thereon \$570.00; in all \$47,-837.20. The trustees were charged with penalty for 14 houses @ £100=£1400=\$3,733.33 and interest thereon \$4,256.00; in all \$7,989.33. Net amount against Carroll \$39,847.87.

As a witness Judge Cranch was cautious. And, but and if hedged his replies. He was ever on guard not to overstate or overstep and left a loop-hole to effect an escape. To exhibit his reservation an answer on the twenty buildings case, not at all exceptional, is quoted:

On the 26th of September, 1796, *to the best of his recollection* being the time mentioned in the contract for building the said houses Morris and Nicholson made a great barbecue in the street in front of the buildings, at which according to *the best of this deponent's recollection* more than two hundred people were present, upon the occasion of completing the erection of the buildings; at which barbecue the said Morris and Nicholson and this witness were present, and also the defendant Carroll, *as this witness verily believes, but of that fact this witness has not now a distinct recollection, nor whether he heard the said Carroll say anything upon the subject of the buildings; but if the said Carroll had been absent or if he had expressed dissatisfaction at the buildings, this witness thinks it would have made a strong impression upon his memory; his impression*, on the contrary always was, that said Carroll was at that time of opinion that Morris and Nicholson had done that the contract required and was willing to trust to the interest of Morris and Nicholson as a sufficient motive to induce them to complete the houses.

**CORPORATION OF THE CITY OF WASHINGTON *against*  
PRATT AND OTHERS.**

This tax sale case establishes an equitable precedent. It decides that the lot be assessed to the true owner; that the lien

on each lot is distinct and the advertisement separately state it; that the excess a lot produces be applied to taxes on other lots of the owner.

**GROENVELD *against* GREENLEAF.**

The Rotterdam trustees instituted this cause to define and defend their vested rights under the conveyance of Bourne, attorney, July 29, 1795. Greenleaf answered that the land security stipulated was 4,455 sq. ft. for one thousand guilders or 668,250 sq. ft. for one hundred and fifty thousand guilders and that the conveyance carried 1,316,250 sq. ft. The trustees, Pratt and others, answered that the conveyance to complainants was inoperative; that July 10, 1795 (only nineteen days previous) Greenleaf contracted with Morris and Nicholson to sell them all his holdings; that in pursuance of the agreement Greenleaf executed a deed; that Morris and Nicholson assigned to them; that they were unadvised of the conveyance to complainants; that they sued out an attachment in Prince George's County, Maryland, against the property of Greenleaf; that a sale was made by the Sheriff to William H. Dorsey and he acting in their behalf made a deed to them; that they pursued this course to extinguish every scintilla of claim or interest possibly then remaining in Greenleaf. This answer is signed by the trustees.

The compromise is in the handwriting of Greenleaf and corresponds with the decree which gives a comparatively small number of lots to the United States and provides for a sale by David A. Hall and a division of proceeds, one half to complainants, the remaining half to Greenleaf and *aggregate fund* trustees.

**ROGERS *against* CROMMELIN.**

Greenleaf's loan contracts with Daniel Crommelin and Sons are dated January 31, April 14, 17, 21, 1789, October 1, November 1, 1789, November 15, 1790, March 1, June 15, October 1, 1791, February 15, and August 1, 1792. Greenleaf alleges the bankers were bound to render regular statements of receipts of interest on the pledged securities; that they annually rendered such statements until January 30, 1796; that because of his failure in business they discontinued the practice; that although frequently requested so to do, they finally after a lapse of ten

years upon persuasions and threats have submitted a crude mass of accounts false, fictitious and fraudulent, in which it appears many of the securities have been sold. He charges the sales were made below current rates and were *pro forma* and only transfers to the bankers. He claims, the securities, adequate to reimburse the principal in the first instance, have progressively risen in value. Greenleaf recites that November 21, 1796, he assigned to Daniel Greenleaf and Thomas Dawes, junior, so much of the property pledged with Daniel Crommelin and Sons as was necessary to discharge certain endorsements in Boston on his behalf. That, August 19, 1797, he for the benefit of certain creditors assigned to William Cranch the right to adjust and settle finally all concerns with the bankers. That, August 20, 1798, Greenleaf and Dawes, junior, transferred their trust to Daniel Dennison Rogers and William Smith of Boston.

The decree in this cause is that Greenleaf shall confirm in the trustees, Godfrey, Schimmelpenninck and Crommelin, the fee to the lots described in the conveyance originally intended as a mortgage except the excess over 2,632,590 sq. ft. and that Daniel Crommelin and Sons shall deposit with trustees named sixty thousand dollars to be invested in U. S. 6% stocks and three hundred and thirty-five shares of the stock of the Bank of the United States to be distributed as an accounting from January 14, 1794, upon lines prescribed particularly shall result.

Greenleaf's contentions were evidently correct. The complainants' pleadings and papers are all in the chirography of Greenleaf. The phraseology is scholarly, the penmanship like engraving, the punctuation and capitalization faultless, showing that errors in these respects in his letters are through carelessness.

These Greenleaf cases are those I deem the more important. It has been extravagantly said, if the papers in the cells of the City Hall which bear the litigant's name were on the Capitoline heights touched with the torch, they would be a beacon to the ten miles square. One of the Greenleaf cases at the point I looked had run seventeen years and the course was not then complete.

A literary sketcher discusses Greenleaf's litigious career and drifts into a comparison with *Jarndyce and Jarndyce*. The

famous fiction may have its prototype in that familiar to us. It is not for me to deny that the novelist's creation is not suggested, somehow or somewhat, by Greenleaf's continuous court contention. In Greenleaf's last year, when Dickens, 1842, found here the Barmecide Feast, he might too have found the skeleton of his story, for he must have heard of our celebrities, the things remarkable of them, then, of course, of Greenleaf and of Greenleaf's litigation. A decade after and appears, 1853, Bleak House, built by a romantic turn and twist of the perennial procrastination of the court of the Lord High Chancellor, the High Court of Chancery; and the author opens it by putting the heroine in training: where? "Greenleaf"—"Greenleaf."

That which follows in this chapter might appropriately with the heading CLAIMANT form another.

For many years advertisements in the *Intelligencer* appear with such frequency as to be almost continuous. They have Mr. Greenleaf's signature, a few times with the string of assigneeships, already quoted, generally "Attorney in fact for all the Assignees and Trustees or the joint and separate estates of R. Morris, J. Nicholson and J. Greenleaf." That Greenleaf should have become the guardian of the effects of his former associates and antagonists is a trick of fate.

In the *Intelligencer* of February 27, 1804, is the initial insertion. It invites persons having business with the subscriber as agent of the estates of Morris, Nicholson and Greenleaf or who wish to buy a part of the *aggregate fund* property in his absence to call on Capt. Thomas Tingey, Wm Cranch, Esq., or Mr. Samuel Eliot, jr.

In the *Intelligencer* of April 27, that year, is the formal announcement of his appointment as attorney for the trustees of the *aggregate fund*.

Of the North American Land Company, Mr. Greenleaf was secretary and attorney-in-fact. In the *Intelligencer* of January 25, 1812, is a call upon all persons, former agents, clerks or registers of public office to return title papers to him at Philadelphia; and, August 23, 1823, a notice of a stockholders' meeting at the company's office, No. 177 Pine street.

These advertisements were many times offerings to the public for purchase of property under the trusts—vast tracts

of the North American Land Company, acreage near Alexandria and on the Eastern Branch between the two bridges, and numerous lots, some improved, in the city of Washington. The subscriber had lots to dispose of in every ward, sites for ice houses, for truck gardens, for brick plants, for all practical availability.

The subscriber had his vexations with destructive tenants as landlords of the present do, and he fearlessly did that which the latter would hesitate to do:

For Rent. House \* \* \* recently occupied by Benjamin King. The disgraceful state of dilapidation in which the premises were left by the last occupant, will be repaired by the subscriber, and the yearly rent charge shall be only one hundred dollars, to a good and careful tenant.

The *Intelligencer* was the vehicle of his *Cautions*. Mr. Greenleaf claimed all that he could by any pretext claim. He watched every move antagonistic and attempted to thwart it by a *Caution*. His defense was unique; his weapon, effective. As sure as a notice of sale under conflicting title appeared as sure his *Caution* did likewise; and simultaneously. Somehow, sometimes he was advised in advance and had his *Caution* with the publishers in readiness for the first notice. These *Cautions* frequently defeated sales, no doubt, and in one instance numerous consummations of accepted bids at auction. In this latter case, the trustees threatened through the prints suits for damages against the claimant, which no more feezed him than the baying dog disturbs the moon.

These *Cautions* provoked replies, angry and lengthy, which the writers confidentially expected would squelch the claimant, whose calm rejoinders so surprised them they subsided into silence. Some of the cautionary notices and the correspondence which ensued are quoted. Not only they contain historic incident, yet more the methods and motives of Greenleaf.

The claimant supplements the Stoddert *Caution*:

I lament extremely that it is at the hazard of exciting much enmity and ill-will, that I shall occasionally be obliged to awaken long dormant, but important and just claims on the part of the assignees of the joint and separate estates of Robert Morris, John Nicholson and James Greenleaf.

Mr. Greenleaf correctly conjectured. His measures to protect his own and entrusted rights brought him disfavor although of magnetic qualities.

At the time of Greenleaf's tilt with the Commissioners Mr. Stoddert was a merchant at Georgetown and president of its bank—the Columbia. From May, 1798, to March, 1801, he was Secretary of Navy, the first in that station, and after, Acting Secretary of War. Perhaps to the letter duel he gave passing thought and the multitudinous and momentous affairs of state dispelled it from mind otherwise he did not profit by the Commissioners' discomfiture.

The full controversy is in the Appendix. The argument of Mr. Stoddert is plausible however false is the assertion the law in question passed in the forenoon and the Commissioners delayed their signatures until night when a message was received announcing its passage. It is questionable if the distance between the Capitals in the hours could have been made. The Commissioners had the utmost confidence in Morris, Nicholson and Greenleaf's responsibility and upon it alone four months later granted a credit of one thousand lots. Mr. Stoddert intimates that Greenleaf's cautions are bluffs and that "the assignees are not men to suffer their money to be thrown away in idle and hopeless pursuits." Litigation did ensue and last as long as Mr. Stoddert's light burned and a quarter of a century after it burned out.

Judge Morsell was appointed by decree of the court to sell the lots of the Tontine Company. The judge, May 10, 1826, did advertise them for sale and that same day, in the same paper, in the same column, was the claimants' *Caution*. The claimant instituted a chancery cause to enjoin; this legal fire burned many years; the ostensible plaintiff, the assignee, Miller, passed away, Mr. Greenleaf became an old man, the fire smouldered and died.

The *Caution* which follows was called out by an advertisement of Dr. John Ott to sell one of the Seven Buildings. The fact that the claimant had thirteen cases before the Supreme Court of the United States and had thirteen successes there is an assurance that any claim he made must have had some title and deters from asserting anything to the contrary, convincing circumstantiality notwithstanding. Morris and Nicholson continued the Seven Buildings, square 118, after the general transfer to them by Greenleaf. They were grievously mistaken as to ownership if they so substantially improved another's property. I find in a letter of Morris that this row was commenced

by General Stewart and Major Moore, and if so, Greenleaf had an interest; in another letter, he contradicts.

*National Intelligencer*, July 25, 1811.

CAUTION.

The *range of houses* known by the name of the "*Seven Buildings*" situate on square No. 118 in the city of Washington (part of which is advertised to be sold at auction on the 29th inst.) is the property of the Several assignees of my estate, or of some or one of them—the houses in question and the lots on which they are erected with several other lots in the same square, were excepted from my general conveyance to Morris and Nicholson—public acknowledgement was made by them of such exception—and the commissioners of the city of Washington (in whom the *legal* estate then vested) were duly informed of the said exception—the unwarrantable circumstances under which possession of said property has been *juggled* from the rightful owners, and *shew of title* has been vested in certain pretended mortgagees whose interests about that time became intimately mingled with the interests of the then commissioners of the city, or of some or one of them, are matters not proper for communication through the channel of a newspaper—a sufficiency however will appear, by reference to the public record, to convince any doubting mind that the most disgraceful artifice has (by several palpably fictitious conveyances) been practised to cover a defective title as to the property in question, and thereby to impose on the unwary and incautious.

All persons concerned are therefore hereby cautioned and forewarned not to purchase the said Seven Buildings or any of them, or any of the Lots or parts of Lots on which they stand, or any of the Lots in square No. 118, which on the original division of that square were allotted to the commissioners of the city, as the same will be contested in equity by

JAMES GREENLEAF, Attorney  
in fact for all the assignees of  
his former estate.

ALLEGTON, PENN. July 17.





201 — AFTERDAYS



MRS. JAMES GREENLEAF  
MISS ALLEN





## AFTERDAYS.

**F**OR aye divorce separated Mr. Greenleaf and Baroness Greenleaf. Desertion the decree declared doubtlessly. Mr. Greenleaf, wife and infants in Holland, did intend to rejoin surely. Multiplicity of affairs and emergency of finances thwarted the voyage at each attempt. New environments evolved

Out of sight out of mind.

An aristocratic beauty tempted to the treason of inconstancy and he to himself confessed

To the remembrance of my former love,  
Is by a newer object quite forgotten.

The Allen is a notable Pennsylvania family. William Allen was Chief Justice of the province. He had in a large measure respectability and resource. His children held the pinnacle of provincial society. Strongly Tory were his sympathies and when a revolution was imminent he crossed to England and there published a paper plainly pointing how the differences might be amicably arranged. He never came back. His sons implicated in disloyalty sought the shelter of the parent country. A daughter as already told wed the last proprietary governor.

Allen Town is named in honor of its founder, James, the judge's son. The site was of his proportion of the patrimonial estates. His children are three daughters:

Ann Penn	born February 19, 1769.
Margaret Elizabeth	April 21, 1772.
Mary Masters	January 4, 1776.

Margaret married William Tilghman, subsequently Chief Justice of Pennsylvania. She died September 9, 1798. Mary married Henry Walter Livingston of New York.

The three daughters of James Allen were among the beauties of their day, and renowned for their grace and accomplishments.

Ann Penn Allen, familiarly Nancy, and James Greenleaf were married the 26th of April, 1800.

Charles Henry Hart—*Gilbert Stuart's Portraits of Women.*  
*Mrs. James Greenleaf (Ann Penn Allen).*—*The Century Illustrated Monthly Magazine:*

When Thackery paid his historic visit to Philadelphia, which is one of the hallowed memories associated with the kindly satirist in America, he was enraptured with Gilbert Stuart's portraits of Mrs. Greenleaf, and well he might be. She was Ann Penn Allen, daughter of James Allen and granddaughter of William Allen, chief justice of Pennsylvania before the Revolution, up to which time the Allen family were in the front rank of colonial importance. She was named for her aunt, the wife of Governor John Penn, and was one of the most splendid beauties this country has produced, so that Stuart was put to his mettle, in painting her portrait, to do her and himself justice. The result is a canvas charming in the woman it depicts and in the art that depicts her. That the portrait of Mrs. Greenleaf was no perfunctory work, but that the painter threw his whole soul into it, is manifest from the fact that not once or twice, but thrice did he portray her.

To the kindness of Dr. Herbert M. Howe of Philadelphia is indebtedness for the reproduction of Gilbert Stuart's marvellous skill in portrayal of matchless charm.

Bride and groom, would not their likenesses adorn a book of beauty?

The ante-nuptial contract, April 24, was not the usual bestowment upon the bride but a precautionary measure against the attack upon her separate estate. Miss Allen describes herself a spinster of the city of Philadelphia and Mr. Greenleaf himself a gentleman of the city of Washington, Territory of Columbia. Brother-in-law Tilghman and relative John Laurance a Senator of New York are trustees.

The children of James and Ann Penn Greenleaf are two daughters named after their mother's two sisters:

Mary L. Margaret T.	born January 31, 1802, 1803
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Mary married Walter C. Livingston, July 28, 1828, a merchant of Philadelphia. Between father-in-law and son-in-law was intimate relation. Margaret married Charles Augustus Dale, July, 1832, of Allentown.

The mysterious drowning of Allen Dale, September, 1895 in the Raritan canal near Princeton revived recollection of romance in the little borough of Allentown of other days.

The correspondent to *The Press*, Philadelphia, thus tells the stirring sensation :

What added to the sensation was the fact that the principal actors were of the bluest of Allentown's blue blood.

James Allen had two daughters, one of whom, Anna Penn Allen, was married to an Englishman named James Greenleaf. The old Greenleaf mansion was a quaint picture of "Merrie England." It stood in the midst of a park of stately trees in what is now the very heart of this city, and the old building in which hospitality was displayed with lavish hand is now divided into two residences, occupied by Judge Edwin Albright and James M. Seagreaves. James Greenleaf had two daughters, and one day a gay company was partaking of the hospitality for which the Greenleafs became noted. Among the party was a young man named Dale, a handsome, manly fellow. Young Dale met one of the Greenleaf girls. It was the old story—love at first sight.

When Mrs. Greenleaf heard of the infatuation existing between her daughter and young Dale she became furious. It appears that the young man had nothing to offer but a promising future. Mrs. Greenleaf was a proud and haughty woman. Her daughter should marry only a wealthy man. The result was that there was an elopement. The couple returned for the parental blessing, but it came not. Once inside the house Mrs. Greenleaf kept her daughter, now Mrs. Dale, a prisoner, while young Dale was forbidden the house. He pleaded, but the mother-in-law was firm.

At last he decided to get possession of his wife. He went to the Greenleaf mansion, walked through the spacious lawn and up to the verandah. Mrs. Greenleaf had seen his approach and anticipated his purpose. While he was going to the door she did likewise from the inside. He pushed from the outside, while his obdurate mother-in-law used all her strength to keep the door closed. But he was the stronger and the door flew back and knocked Mrs. Greenleaf to the floor.

The next day father-in-law Greenleaf had the groom arrested for assault. He was committed to jail. This disgrace preyed upon his mind. A few mornings after with pistol he made his earthly exit.

Allen came with no recollection of a father. Mrs. Dale's life was saddened and secluded yet she attained a sere age when a second tragedy bereft her of a son and solace and shortly she went away. She was in her ninety-third year.

Mr. S. D. Lehr, May 29, 1901, writes:

James Greenleaf and Walter C. Livingston were citizens of this town in its early history. I have a faint recollection of them living at the corner of Hamilton and Fifth st. this city, having passed the place frequently in my school boy days.

The house at the corner mentioned by Mr. Lehr quite likely is the Greenleaf mansion in the midst of a park of stately trees. It was the property of "Lady" Greenleaf. It was furnished in grand style and its parlor wall adorned by the original Lansdowne portrait of General Washington by the eminent Gilbert Stuart; this, the property of Mr. Greenleaf.\* Mr. and Mrs. Greenleaf lived in Allen Town when their wedded days began, and a portion of the year, for more than three decades.

Greenleaf's father-in-law was the founder, and he the principal promoter. The founder died in 1782 when the place was sparsely peopled. Under the promoter's encouragement Allen Town gave promise of its future. Greenleaf made subdivided additions and to the thoroughfares gave the names of his associates and relatives. These are familiar: Allen, Law, Livingston, Morris, Penn, Pratt, Priscilla, Tilghman, Webster.

From 1807 to 1828 Mr. Greenleaf credits himself to Philadelphia. Until the winter of 1826 Mr. and Mrs. Greenleaf divided the time between Allen Town and the Quaker City. Mr. Greenleaf made frequent visits to Washington, tarrying a fortnight or so. He announced in the *Intelligencer* where he could be found and when he would depart. He usually sojourned at Davis's Hotel on the avenue or Captain Wharton's on F street or Miss Heyer's in Law's row—The Varnum.

It is apparent at first Mr. Greenleaf meant to reside in Washington as the nuptial articles and the conveyances of earliest record in the century describe him as a citizen thereof. Mr. Thomas Munroe, Commissioner of Public Buildings, testified Mr. Greenleaf was first seen after his long absence in 1802. Mr. Dalton's invitation to the fish dinner is endorsed by Mr. Greenleaf, "August 17, 1799." Other than these, the first mention, I find, of his presence is the advertisement of February 21, 1804.

Mrs. Greenleaf accompanied her husband to Washington, Christmas time, 1821. In the winter of 1826 the Greenleafs were in the house last occupied by the Hon. William H. Crawford, Secretary of Treasury, on Fourteenth street north of Thomas Circle. I have read the Greenleaf girls scythed a swath in swell society in the reign of Adams, the second. In the summer of 1828 they were in North Capitol street in or by the Washington house and in the fall of 1831 in the porticoed house next to be described.

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\* *Narrative and Critical History of America.*



**RESIDENCE OF JAMES GREENLEAF**  
**FIRST AND C STREETS NORTHEAST**





In or before 1831 Mr. Greenleaf built a wooden residence at the intersection of First and C streets and inclosed lots 17 and 18 in square 725. Here he resided the residue of his days. In his home he was surrounded plenteously with such things as a retired gentleman of taste and means would likely be; he had paintings, thirteen in all, and other pictorial art, curios and relics, and a superb library.

Although the structure was razed thirty years since here is fortunately a photographic view. The photograph was taken August, 1861. Right in front of the house Major William Tecumseh Sherman and his tired men rested. At Bull Run, they had been received too warmly and they shook the dust from their feet and retired; retired rather precipitately. The tent in the foreground of the picture the other side of the fence, is the hospital. During Mr. Greenleaf's occupancy the house was two stories with attic and cellar. The change in the lower arrangement was necessitated by the heavy grading. I remember in my earliest youth this quaint house; and to me its series of surrounding porticoes suggested the square pagodas of China in the picture books.

Mr. Greenleaf in this considerable enclosure had a stable which sheltered two horses, a grey and a red, and an equal number of cows of the shade of which history is silent. He grew in the garden I know not what besides the mulberry, the cultivation of which at that time was a horticultural fad. In his study on the mantel was *Cobb's Manual on the Growth of the Mulberry tree* for ready reference. He had a farm on "The Island;" it comprised several squares; the square wherein is the Jefferson School Building being one. Here he pursued Adam's profession. Mr. Greenleaf's domestic was a widow and her son-in-law was his gardener.

Mr. Greenleaf during the last years lived alone, a

Self-sequester'd man.

Mrs. Greenleaf was not *en rapport* with the democratic days, her spirit was with the period of provincial pride. She dwelt in the mansion at Allentown. No one says the separation was from estrangement. One close to Mr. Greenleaf says the correspondence continued, however its sentiments may have been in specie. I am told that Mr. Greenleaf in the same



room ate, studied, wrote, slept,—a living room literally. I think this was only in the last season of illness.

Mr. Greenleaf with the associates of his boyhood, President John Quincy Adams and Judge Cranch, attended the Unitarian Church. Nothing of his religious thought is transmitted. He was liberally inclined towards church extension. What he purposed in this praiseworthy way sometimes was fraught with failure as in other things. As early as July 14, 1795, he at a vestry meeting offered to present a building site on F between Sixth and Seventh streets, square 456, lot 17; and Samuel Blodgett, who had the hotel around the corner, gave an order for the timber. The plan was favorably received, and the rector was directed to purchase the adjoining lot. Nevertheless the proffer was not availed and the project was abandoned.

Mr. Greenleaf's expression was benign, manner dignified and conversation courteous. To him in high degree or humble degree, in his majority or in his minority, white or black, it was: "If you please" or other polite phrase. His abundant civility had no tint of affectation but appeared the natural flow of a sweet nature and a refined character.

His conversation was not mere talk; it was the copious treasure of the mind gathered by association with the foremost in the various ways of life, by observation in travel at home and abroad and by assimilation of the best literature in the languages of all advanced peoples. And he possessed that facility of polished converse, to

Speak, though sure, with seeming diffidence.

It is not to be inferred because Mr. Greenleaf was civil to the humblest that he mixed. "Mr. Greenleaf was a high-toned gentleman and did not associate with everybody." His associations had been with the eminently respectable and he maintained the same social degree. He was cultured and he courted the company of the cultured and none other.

Daily Mr. Greenleaf exchanged greetings and confidences with his beloved sister Nancy and the dear judge who were just around the corner. He almost lived with his sister and his brother by marriage. Sister Nancy and brother James greatly resembled each other. She was real motherly; of comfortable proportions and of happy and lively nature.

Mrs. Cranch had been seriously ill; Mr. Greenleaf moderately ill. Perhaps in him it was the sympathy of soul, who can say nay. Mr. Greenleaf called his youthful assistant and laying gently his hand upon his shoulder said: "Bushrod, go to the judge's and see how sister is." The lad went to the back door. The judge himself appeared and answered: "Tell James, she is dead." The messenger returned. Mr. Greenleaf drew closer the garments and sank upon the couch. The shock was too severe; the vital current ceased to surge. The beloved sister had passed to the other shore, the brother waited only a few hours for the ferryman and he, too, passed over.

Mr. Greenleaf had perhaps for a fortnight been in the care of Dr. John F. May, his physician. His mind never was impaired; his hand was as firm a month before his end as ever before. His signature, September, 1843, is as strong as that of September, 1793; and its exactitude is like the impress of a die.

This notice appeared in the *Intelligencer*, Wednesday, September 20, 1843:

In this city, on Saturday morning, the 16th instant, MRS. NANCY CRANCH, aged 71 years, wife of Judge Cranch, and on Sunday morning, the 17th instant, her brother, JAMES GREENLEAF, Esq., aged 78.

On September 22, in an obituary of Mrs. Cranch, this:

One, James Greenleaf, Esq., well known as among the earliest settlers of this city, outlived his beloved sister but a few hours.

And that is all of him who in the formative days held the center of the stage.

In the Congressional Cemetery is a monument whereon is chiseled this inscription:

JAMES GREENLEAF  
born in Boston  
June 9, 1765,  
died in Washington  
Sept. 17, 1843.  
A. 78.

At the foot of the monument is a mound, spread with nature's carpet freshened with the dews of twilight; on it the eternal sun shines by day, on it the moon and the gems of heaven shed their silvery rays by night, over it a maple stands sentinel, and with its spreading boughs shelters from the stress

of the storm, and by it, just beyond the gentle slope, the Anacostan waters ripple and sparkle in their ebb and flow. The tumult of traffic intrudes not upon this hallowed city of long homes and naught is heard more boisterous than

Little gales, that from the green leaf sweep  
Dry Summer's dust.

#### The grave

Shuts up the story of our days.

Not so with Greenleaf. The story of his life shall live as the city stands.

It is almost a certainty that James Greenleaf first entered the Federal City a day previous to the ceremonies at the Capitol.

September 17, 1793, Greenleaf came; September 17, 1843, Greenleaf departed;—an even fifty years. September 18, 1793, the corner stone was laid; September 18, 1843, is its half-centenary.

At the time of his death Mr. Greenleaf had a large holding of unimproved and unproductive realty. He owed little and the proceeds from the sale of his personality more than paid his debts. He died intestate and Mr. David A. Hall, the lawyer, was, October 10, 1843, appointed administrator.

Mr. Greenleaf's library was remarkable for size and value. The books were sold at three auctions. Mr. W. M. Morrison was the auctioneer and the sales room was on Pennsylvania avenue four doors west of Brown's Hotel.

- 1st. *Catalogue of the Large and Valuable Library of the Late James Greenleaf, deceased, to be sold on Wednesday evening, January 17, 1844. This comprises 1,155 volumes.*
- 2nd. *Catalogue of French, Dutch, Italian and Latin Books, many of which are very old Editions, out of Print and Extremely Valuable Belonging to the Estate of James Greenleaf Esq., Deceased, to be sold, Monday and Tuesday evenings, 19th, and 20th, February, 1844. Comprised 1,252 volumes.*
- 3rd. *Catalogue of Final Sale of English Books belonging to the estate of the late James Greenleaf, Esq. comprising many highly illustrated works to which are added various law and miscellaneous books, to be sold on Friday evening, the 23d inst. Volumes 205.*  
Aggregate volumes 2,612.

Mrs. Greenleaf died August, 1852, and the 27th of that month her remains were interred in the vault belonging to Walter C. Livingston, Laurel Hill Cemetery, Philadelphia.

In attractive array Thomas P. Woodward, Esq., of the Washington bar, January 1, 1901, marshals the worthies:

As I work over the, to many, dry and musty records I often try to conjure up the personalities of the men whose acts and deeds I am investigating. I picture William Prout, the staid Baltimore merchant, Benjamin Stoddert, the Revolutionary soldier, Robert Morris, the great financier of the colonies, Samuel Blodgett, the lottery man, the Youngs, gentlemen of the manor born, David Burns, suddenly thrown into unfamiliar company, James Greenleaf, the prince of schemers, Thomas Law, man of the world, George Walker, the canny Scotsman and all the lesser lights, clad in the quaint costumes of the time doing business as real estate brokers after the most approved methods.

Of him unseen who excites the emotions, in feature and stature, the mind creates a mental image. The portraitist presents the likeness in words or in pictures. The delineation by the former although graphic and vivid has not the resemblance to reality and humanity of the latter. Yet the picture gives only a passing expression and a glimpse of character while the words more generally if not so accurately, the varying expressions which spring from the soul.

Nemo in his Sketches says:

If after his troubled life at the age of seventy-eight, he was, as old inhabitants, who still remembering, describe him as an old man, tall and courteous with a graceful manner and pleasant face, in the flower of his youth he must have been supple-sinewed and handsome.

Mrs. Robert S. Chilton writes :

DEAR MR. CLARK :

Unfortunately, the details I can give you about Mr. Greenleaf are very meagre. His appearance is a distinct picture in my memory; beyond that I can recall little of him. Mr. Greenleaf was a pleasant mannered old gentleman, very genial and always very attractive to children. He was of medium height and of a ruddy complexion, and I *think* wore "Madisons." He bore a striking resemblance to his sister, the wife of Judge Cranch. Mrs. Cranch was a lady with an individuality so unique and charming that she can never be forgotten by those who had the privilege of knowing her, even by one who was only a child when she died. She certainly represented the highest type of the women of her day and generation. Remembering her better than I do Mr. Greenleaf, I have ventured to bring in her name, as his sister, she may help to illustrate the family distinction and character.

Very Sincerely Yours

VIRGINIA B. CHILTON.

April 19th, 1901.

The youthful assistant to Mr. Greenleaf is now the respected citizen Mr. Bushrod Robinson:

I knew the late James Greenleaf in 1843. He was then an old man, small in stature, say about five feet seven inches, weight about 140, light gray hair, clean shaven face, blonde, with all the appearance of a cultured English gentleman, stooped slightly and always used a cane when walking. He used to ride out in a one horse buggy and always drove himself; and from my recollection he seemed to me to be a great bookworm, and had but few of the neighbors as personal friends.

June 7, 1901.

Cheerfully although inadequately I make acknowledgment of the pictorial adjuncts. The likeness of Mr. Greenleaf (the frontispiece) is a reproduction of the portrait dated 1795 by Gilbert Stuart and that of Mr. Morris from the portrait of same date by Charles Wilson Peale; both paintings are of the permanent collection of the Pennsylvania Academy of Fine Arts and it is through the courtesy of the Academy that the reproductions are had. The old photograph from which Mr. Greenleaf's Washington home appears is the property of Mr. Randolph D. Hopkins of this city and it is fortunate he has cherished the place of his birth. And I should include in my catalogue of appreciation the kindness of Mr. J. Marx Etting of Philadelphia for copies of letters to Greenleaf: These pages primarily are compiled from chancery causes which and the tax records are broken and confused; explanations and references noted in lead pencil have saved oversights and weary hours; the notings mark thoughtfulness and unselfishness and are in one handwriting that of Mr. Daniel O'C. Callaghan of the Washington bar.

The pen has been heavy nevertheless the tale is told. I lay it aside with the assurance that this attempt is not to be criticized by a

Carping and censorious world \*

but indulgently received by a limited circle. Greenleaf's life is biographical history; a chapter of primitive Washington. Poverty of personal incident I have not endeavored to equate by elaboration. Numerous letters have been incorporated and I think they recompense the space. If others think differently I shall be excused upon the plea that not a third part at com-

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\* Expression is borrowed from the preface of a work by Rev. Stephen Bloomer Balch, 1792; the first author of the District of Columbia.

mand is used. Preconceived notions of Greenleaf have proven false by research. These discoveries have disconcerted the movement of the narration. At this point I was for the nonce to evoke the genius of the English novelist to pathetically and harrowingly recite the woes of the litigant. By steps trace confidence to doubt, doubt to dread and dread to despair. Greenleaf had that within which withstood the crush of defeat; that

Eternal sunshine in the storms of life

that reflected in kindly eye and buoyant spirit.

He was of Huguenot mold and would not renounce his purpose not that he was always right for in him was too much the man to be that. Self-assertion is not synonymous selfishness; it is strength of the moral forces. His persistency was not supported by insensibility. Sensitive through culture and refinement he was more acutely hurt by the arrows of misfortune and that he sustained cheerfulness and kindness marks a noble character—beautiful and brave.

Beyond the turmoils of life there is rest in the activities of a higher sphere, let us have an abiding faith.







THOMAS LAW





## INDIA.

THAT research which embraces the biographies of the original owners and the initiatory investors is not only interesting but important. The original proprietors and early speculators of the Federal City were men, unexceptionally of strong mentality and striking traits; their faith exceeded the scriptural mustard seed, and their financing eclipsed everything before and has its only parallel in the Mississippi System. John Law and Thomas Law were not of the same kindred; however, there is similarity in their careers. Both heavily speculated on phenomenal appreciation on the new world, both swayed multitudes, both rose to affluence, both died in comparative indigence.

The *Nemo* sketches, a series entitled *Washington Rambles*, dealing with the pioneers and promoters of the Capital City, appeared weekly seventeen years since in a local newspaper. It is the only comprehensive array yet undertaken. Remarkably racy and readable are these articles and their news surprising and startling. Perhaps the new incidents are necessary to sustain the spicy style; surely they moved the descendants to denial and dissent. The author has my acknowledgment of pleasure in VII Ramble, with its flippant headline *The Elegant Tom Law—Warren Hasting's Secretary—All the Way from India*. It is Dryden's sentiment that like straws errors float on the surface and they who seek pearls should dive below. Had *Nemo* had the industry to investigate, truth and not error would have, and more strongly, held the reader. There is change and charm, strange and true, in Law's life and the mask and make up of falsity add not a whit to the character. I have read several sketches with the title *Thomas Law* which can be classified either as biography or fiction being a jumble of fact and falsity. I shall without aid of authorcraft

attempt an authentic account; I propose to present that only which has unimpeachable verification.

Right Reverend Edmund Law, D. D., Lord Bishop of Carlisle, was born June 6, 1703, in the parish of Cartmel in Lancashire; the son of a curate of the same name. His religious writings in zealous trend of religious freedom excited controversial discussion. *Theory of Religion* underwent numerous editions; its central idea is that humanity in divine education advances as it progresses in all other knowledge. He was promoted to the bishopric, 1768. He married Mary, daughter of John Christian of Ewanrigg or Unerigg in Cumberland; she predeceased him, 1772. He died at Rose Castle, August 14, 1787, and is buried at the Cathedral of Carlisle. His bible interleaved with manuscript notes is preserved at the British Museum. He was the patron of Dr. William Paley who dedicated his works to him. Dr. Paley in his biography of Bishop Law describes him:

A man of great softness of manners, and of the mildest and most tranquil disposition. His voice was never raised above its ordinary pitch. His countenance seemed never to be ruffled.

The Bishop's portrait was three times painted by Romney: A census of the children of Edward and Mary Law is an even dozen; another census "a baker's dozen." Of them, are these:

- I. Edmund, died in early manhood.
- II. John, *b.* 1745.  
*d.* March 18, 1810 in Dublin.
- III. Evan, *b.* 1746  
*m.* Henrietta Sarah, dau. Dr. William Markham, Archbishop of York,  
June 28, 1784.  
*d.* April 29, 1829 at Horstead Park, England.
- IV. Edward, *b.* November 16, 1750 at Great Salkeld  
*m.* Anne, dau. Capt. George Phillips Towne, October 17, 1789.  
*d.* December 13, 1818 St. James Square, London.
- V. Thomas, \* \* \*
- VII. George Henry, *b.* September 12, 1761 at Peterhouse Lodge, Cambridge.  
*m.* Jane dau. James Whorwood Adeane, M. P.  
*d.* September 22, 1845.
- VIII. Mary *m.* Rev. James Stephen Lushington
- IX. Joanna *m.* Sir Thomas Rumbold, May 2, 1772.

John Law was a graduate of Christ's College, Cambridge, and there he and Dr. William Paley, also a graduate, were co-

adjutors in tuition, which union of ability gave that institution high fame. In 1782 he was advanced to the see of Clonfert. Dr. Paley, his successor in archdeaconry, accompanied him to Ireland and preached the consecration sermon. In 1787 Bishop Law was translated to the see of Killala and in 1795 to that of Elphin.

**Thomas Law commends :**

My good brother, the Irish Bishop, the most learned of our family.

Ewan Law devoted the prime of life to service in India; a service of high trust and great credit. It was upon his return he married the daughter of the Archbishop. He was a member of Parliament from 1790 to 1802, returned from Westbury, Wiltshire, and Newtown, Isle of Wight. He attained nearly four score and five. He lived in elegant hospitality and died possessed of a large estate to be inherited by numerous children.

Edward Law of the brothers is of most fame. Edward and Thomas were antagonistic and antithetic. In contrast were physique, manner, trait, character and idea; perhaps were the same dissimilarities between Edward and the other brothers. He in his thirty-seventh year was the leading counsel for the defendant in the Warren Hastings' trial and had as opponents that galaxy of luminaries of law and letters, Burke, Fox, Francis, Grey and Sheridan. The English literature is enriched with the brilliant efforts of these advocates in the most memorable trial. Law's signal triumph resulted in his selection as Attorney General in 1801 and the honor of knighthood. In the following year he was made Lord Chief Justice and elevated to the peerage as Baron Ellenborough of Ellenborough, county of Cumberland; a title derived from the ancient patrimony of his grandmother's family. He was Speaker of the House of Lords, 1804. Upon his most honorable preferment and upon warrant of magnificent emolument he exchanged residence from Bloomsburg Square to St. James Square.\* To an old lawyer

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\*No. 3 St. James Square was the residence of the Duke of Leeds.

When the Duke of Leeds shall marry be  
To a fair young lady of high quality,  
How happy will that gentlewoman be  
In his grace of Leeds' good company !  
She shall have all that's fine and fair,  
And the best of silk and satin shall wear ;  
And ride in a coach to take the air,  
And have a house in St. James's Square.

who lived in Chancery Lane he boasted his mansion's magnitude.

Sir, if you let off a piece of ordnance in the hall, the report is not heard in the bed rooms.

The Lord Chief Justice of England in judicial attire, wig and ermined robes encircled by the insignia chain, is upon canvas by Sir Thomas Lawrence and is also painted by Romney.

The Right Honorable Lord Ellenborough had great legal store and mental vigor. He was of hasty temper, of intense prejudice, of unmovable opinion, and intolerant of the exercise of contradiction and contrary views. On the bench his judgment was moved by political and religious bias, and his justice untempered with mercy and by browbeating trammelled the free prerogative of the jury. In the forum his language if within the limit of the parliamentary was pungent. His intention had integrity is admitted. As a speaker he convinced by force and not by charm. His eyes were dark, his brows shaggy, his features strong, his gait ungainly, his manners awkward, his accent provincial and these peculiarities made him the mark for mimicry even for the delectation of royalty.\*

George Henry Law, as did his brothers, John and Edward, in his scholastic course, won the honors of second wrangler and senior chancellor's medallist. To the influence of the Lord Chief Justice and the greater, of the Prince Regent, he was nominated Bishop of Chester, 1812. To the bishopric of Bath and Wells he was translated in 1824.† He was prone to print his preaching. He describes himself:

A friend of civil and religious liberty;

and Sir Egerton Brydes describes him:

A milder man and possessing better talents than his brother Lord Ellenborough.

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\* The inimitable imitation by the actor, Charles Mathews, the elder, was repeated upon request at the Charlton House for the Prince Regent.

† Of Bishop Law's predecessor, Bishop John Still (1543-1608) his student, Sir John Harrington acknowledges "some helps, more hopes, all encouragements in my best studies : to whom I never came but I grew more religious, and from whom I never went but I parted better instructed \* \* \* His breeding was from his childhood in good literature and partly in musique \* \* \* I hold him a rare man for preaching, for arguing, for learning, for lyving : I could only wish that in all these he would make less use of logique and more of rhetorike." Marry, the Bishop was a rare man for lyving and though Bishop of *Bath* and *Wells*, he had no partiality for water but praises to ye cup of jolly good ale in rhythm :

"A stoup of ale, then, cannot fail  
To cheer both heart and soul;  
It hath a charm and without harm  
Can make a lame man whole.  
For he who thinks, and water drinks,  
Is never worth a dump :  
Then fill your cup, and drink it up—  
'May he be made a pump!'"

James Stephen Lushington of Rodmersham, Kent, did not reach the ecclesiastical dignity of his wife's brothers; the encyclopædia records he was prebendary of Carlisle and vicar of New Castle-on-Tyne, and of Latton, Essex.

Thomas Rumbold was born June 15, 1736. Entered the East India Company's service as writer, 1752. Shortly after exchanged civil for military duty. Was chief of Patna, 1763, and member of Bengal Council, 1766 to 1769; member of Parliament, 1770. Succeeded to the governorship of the Madras presidency, 1777, and as an appreciation of military manœuvre the crown conferred a baronetcy, 1779. Returned in 1780 to England and from 1784 to 1790 represented Weymouth in Parliament. His second wife was Joanna Law; and it was upon his suggestion her brother, Edward, was selected senior council by the former Governor-General of British India. Sir Thomas died November 11, 1791.

The Rt. Rev. Edmund Law wished all his sons consecrated to the church. His wish approached gratification. John and George Henry were bishops and Ewan was the son-in-law of an archbishop. His daughter, Mary, responded as nearly as she might and married a divine. Bishop of Bath and Wells had three sons, all divines.

Thomas Law, the sixth son, was born October 23, 1756, at Cambridge and christened at Little St. Mary's, Cambridge. Concurrence of every advantage presaging good fortune had he in his birth. Culture the family had, and that concurrent essential to contentment, wealth. In his will, dated 1832, says: "Happily my relations are above aid from me." I think he had in mind his nephew in England, Edward, first Earl of Ellenborough, who then, in a life position, clerk of the Queen's bench, drew annually £7,000. A rich office without work seems conducive to longevity, as the Earl did not succumb until he had drawn £400,000.

It has been in print that Law was the private secretary of Lord Hastings, that in this capacity he was peculiarly qualified to know and to testify of his chief's methods. That the King summoned him to speedily appear at the trial in England. That Law forthwith in compliance with the royal mandate converted his assets into cash and packed his belongings into his trunks. That suddenly he detected his system had been impaired by India's torrid rays and he decided America was

the haven of health, likewise an escape from his benefactor's betrayal. Or, that by some mental twist he thought the King's subpoena to come to England was an invitation to go to America.

The rise of this fiction is the publication, *The Stranger in America—Charles William Janson, 1807*, wherein it is made to appear:

Early in life Mr. Law went to the East Indies under the patronage of Mr. Hastings, obtained through the interest of the bishop. Mr. Law returned to Europe with, or soon after, his patron. During the trial it was thought advisable that the subject of these anecdotes should retire to America.

This publication by the wanderer, Janson, is consistent throughout. Its grain of truth never exceeds the proportion of an ounce to sixteen although the ounce is sometimes scant. When Master Law went to India none of his family had yet been honored with bishopric. His elder brother was then an official in India and he may have been the medium of his employment. Lord Hastings embarked for England in 1785; the preliminaries of the impeachment began 1786, the trial, February, 1788; the prosecution must have closed February, 1792, as at that date the defense opened. I can state with confidence that Law was not secretary to Lord Hastings nor connected with him in any confidential capacity. Law's narratives of his career in India make only one mention of Hastings, and that casual. Law went directly to England and engaged in a treatise on India. In the preface he says: "In 1791 sickness compelled me to relinquish my station and since my arrival in England," &c. A copy is lodged in the Library of Congress; its title page reads: *A Sketch of Some Late Arrangements and a View of the Rising Resources in Bengal. By Thomas Law. Late a Member of the Council of Revenue in Fort William. London, John Stockdale, Piccadilly, MDCCXCII.* The book has marginal lead pencil notes explanatory of the Indian terms in the author's handwriting.

Mr. Law was defamed and derided in his lifetime. Sneers and slanders contained in a criticism of Faux's *Memorable Days in America* called forth *A Reply to Certain Insinuations Published as an Article in the Fifty-eighth Number of the Quarterly Review, by Thomas Law, Washington, 1824.* To this publication I owe specially account of Mr. Law's life in India.

From motives prompted by patriotism and local pride the sympathies will be with Mr. Law in the controversy when it appears *The Review* applauds and amplifies such comments as:

Fools must not come, for Americans are naturally cold, jealous, suspicious and knavish, have little or no sense of honor, believing every man a rogue until they see the contrary.

There is, indeed, a something in a real upright and downright honest John Bull that cannot be found in the sly, say-nothing, smiling, deep-speculating, money-hunting Jonathans of this all-men-are-born-equally-free-and-independent, negro-driving, cow-skin republic.

There is a national church liturgy in England, and if ever there should be one adopted here the following, I think, ought to form part of it:

Money, money is all our cry,  
Money the total sum!  
Give us money or else we die;  
O let thy money come.

The (Washington) streets are a mile or two in length, with houses a quarter of a mile apart, beautified by trees and swamps and cows grazing between. At first view, a stranger might suppose that some convulsion of nature had swept away whole streets and laid waste the far-famed metropolitan city.

All the bogs and swamps in and round the city are full of melody, from the big bellowing bullfrog, down to the little singing mosquito; while rotten carcases and other nuisances perfume the warm southern breeze.

The prefatory paragraph of Law's reply, I in part quote :

An accumulation of domestic affliction that I had suffered, aggravated by the common casualties of life, incident to its decline had shaken the frame of my constitution. Weary, therefore, of the cares and bustle of busy society, yet neither unsolicitous nor unoccupied for its welfare, I had sometime since retired from the city into the country. In such retirement one of my first employments was to select from a mass of written documents a few letters and communications on public affairs during my residence in India, which afforded evidence of what I did in that country. These memoranda, thus brought together, I had packeted, indulging a natural desire that after my death an only surviving son might peruse them with gratifying tenderness. It is the privilege of a sufferer to complain, and whenever a character is assailed it may be fairly and firmly sustained without involving its advocate in the imputation of vanity and arrogance. To vindicate aspersed merit or insulted integrity is a duty that I owe both to the dead and the living, and, in the discharge of it, I shall not, I trust, however excited by aggression, at once unprovoked and unprincipled, forget to exercise that mild spirit of Christian forbearance and charity which the best of fathers so well remembered taught both by precept and example. Under such peculiar circumstances egotism will not, I trust, be imputed to me, if, when driven by slander into refutations of it—by statements of opposite complexion—I prematurely publish testimonials, which otherwise, delicacy might have prevented me from causing to be circulated in my lifetime.

***The Review* thus speaks of Law's conduct and character:**

This gentleman accumulated (it is not said by what means) an immense fortune in India, where by his own account he was a most important personage: "Why, Sir, I once, with Lord Cornwallis, governed India. *Ego et rex mens.*" He talks with the greatest composure of having carried away an hundred thousand guineas.

**Mr. Law says:**

I arrived in Bengal at the age of seventeen, in the capacity of writer, an office which is introductory to employment in the civil service of the East India Company. After serving the usual term of novitiate in this station I successively passed through the various grades of promotion until I was chosen member of the Revenue Board at Hoagley. I was next appointed judge of Patna; but this office, after holding it for a short time, I thought proper to resign. At the age of twenty-seven I attained promotion to the collectorship of Bahar. Shortly afterwards the number of these collectors was curtailed; and inasmuch as I had been the last collector appointed, I had good reason to expect that my office would be abolished. Government, however, for causes publicly assigned, chose to retain me.

The office of collector, in which, at this early age, I was retained, was certainly of a more responsible and important nature than the name would indicate, since with the fiscal duties of a revenue officer was blended in cases both civil and criminal the judicial and executive functions of chief magistrate; and this, too, over a district containing more than two million souls.

Gya, the capital of Bahar, was venerated by the Hindoos as is Mecca by the Mahometans. Pilgrims had formerly resorted to it from all parts of India, but onerous exactions deterred them from fulfilling this religious usage. A moderation of the tax through Law's persuasion so increased the number of pilgrims the revenues realized were even larger, for which he received congratulatory and compensatory recognition from the Board of Control at London.

So popular was Law's administration upon his retirement he received at Calcutta a letter dated July 12, 1790, enclosing this

**ADDRESS:**

The best Judge and beneficent Magistrate, Mr. Thomas Law, who during six years presided over the district of Bahar, having in his excellent administration displayed the most laudable qualities, and performed the most praiseworthy actions; having studied the welfare of all ranks of people, distinguishing the liberal and noble, rendering justice to the oppressed, and cherishing the afflicted; giving ease and satisfaction to all; shewing natural goodness and acquired virtues in his conduct, to the high and to the low, to the rich and to the poor; treating all with kindness, and receiving from all a good name, whereby the

happiness of the people and the prosperity of the country were promoted: We therefore, with one voice, and one mind, of our free will and accord, make the following declaration: That we, all of us, are, in every respect, satisfied with, and grateful to, the gentleman above mentioned, and that we regard his administration as a blessing to us. Now it happens that this gentleman is about to quit our district, and we are, one and all, in the greatest degree afflicted; we are impressed with the deepest concern on this account, and having our hands lifted up to the Deity, in prayer for his life, prosperity and exaltation; may the Almighty God accept our prayers, advance him to the highest dignities, and bless him with every enjoyment worldly and heavenly!

Mr. Law yielded to the entreaties of Marquis Cornwallis, the Governor-General, although in declining health, to serve on the Revenue Board. This service was short as his physician insisted he must at once embark from Calcutta, which he did, January 25, 1791.

Mr. Law's hobby was the institution of the Mocurrary land system.

In January, 1788, when collector of Bahar, he submitted to the Board of Revenue at Fort William his plan for a mocurrary or fixed settlement of the land tax and an abolition of all internal impositions, he hoped to insure security of property in Bengal, Bahar and Benares. The system was embodied in the Cornwallis settlement in 1789.\*

His arguments therefor given in the work on Bengal show a knowledge on Indian affairs and a grasp of policy, generally, which can only adequately be characterized by such descriptions as: complete, consummate.

Shortly after Mr. Law's return to England, the Board of Control adopted his plan. That he is entitled to the sole credit for its establishment these letters indicate:

14th April, 1794.

DEAR LAW:

I read your letter yesterday with concern. But if your resolution is taken it will be needless for me to expostulate. You may be assured that I shall never cease to acknowledge with gratitude the lights that I have received from you respecting the Mocurrary system and permanent settlement; and that you will always possess a great share of my regard and esteem.

Your most faithful friend,

CORNWALLIS.

28th March, 1796.

\* \* \* I shall ever with gratitude acknowledge you as the founder.

CORNWALLIS.

William Duane, the editor of *The Aurora*, who figures prominently in the early history of the city, was in India at

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\* Gordon Goodwin in Dictionary of National Biography, London, 1893.

the time of Law's departure and an eye-witness of the effects of the new land system. He writes :

We have known Mr. Law now more than thirty years. We knew him when he was inferior to no man in eminence and in power, the third or fourth in degree in a great empire; and this was at a time, too, when, by his own generous efforts, pursued with zeal and talent that commanded general admiration and esteem, he brought about a revolution, the influence of which now extends to one hundred and twenty millions of people, as great in its moral and political influence as the extinction of the feudal system. In Hindostan, in the Mogul government, the tenure of land was in the emperor, and reverted upon the demise of the holder. The afflictions produced by such a system cannot be conceived by those who have not been eye-witnesses of them. Upon the death of a zemindar, or land holder, where polygamy prevails, and the children and females are numerous, the death of the head of a family, where no provision has been otherwise made, cannot be well imagined. Mr. Law, who held the government of a rich and populous province, under the Bengal administration, proposed what had been called the Mocurerry system, that is, to make land personal property, and not to revert to the sovereign. This plan, pursued through several years of zeal and devotion to humanity, he accomplished. The Norman conquest, the revolution in England of 1688, were great events, and they mark epochs in history, and are treated as such; while Mr. Law's revolution without bloodshed eventually changed the whole moral and social condition of Hindostan, settled estates in possessors as personal property, and put an end to all the calamities which were consequent of the old system; yet the event is scarcely heard of ; perhaps there are not three men in this country who ever heard of it yet.

So soon is disclosed Mr. Law's kindly nature and disposition to deeds of hospitality.

MEDDENPORE, March.

DEAR SIR,—I cannot leave this part of the country, which is so happy under your care, without thanking you for myself and the party for the very great kindness and hospitality which you showed us, and for the pleasure of a higher nature for which we are indebted to you. Since we parted with you we have not rode a step without perceiving the beneficial effects which your wise as well as humane treatment of the peasants has produced in the country; large tracts, evidently newly rescued from the desert jungles, converted into cornfields, houses, villages everywhere rising, and, above all, happy faces. I have often thought when riding formerly through different parts of India, that the poor people said in their hearts, "There goes one of our tyrants, there is our oppressor, or the supporter of our oppressors;" a different idea has lately pleased me. I have imagined that ryots called out to their children, " There is a countryman of our father, our benefactor," etc.

NORMAN McLEOD.

The editors of the *Intelligencer* between whom and Law was close relationship, state that because of his beneficent administration he received the enviable appellation—"Father of the People."

That accomplished man, learned lawyer and excellent scholar, Sir William Jones, whom Dr. Johnson styled "The most enlighten'd of the sons of men," was an intimate of Mr. Law, in India, and presented him with a mourning ring. To Mr. Law, Lord Cornwallis gave his miniature, a memorial of friendship, a remembrance of by-past association.

In London Mr. Law became a member of the Asiatic Society of Bengal and the Association for Preserving Liberty and Property. Of the latter he was a committeeman; disapproval of procedure elicited from him a lengthy letter to the chairman which he published in the *Morning Chronicle*, January 24, 1793, and in pamphlet form. Besides this publication are:

1. *Letters to the Board submitting by their requisition a Revenue Plan for Perpetuity*, 4to. Calcutta, 1798, to which is appended *Public Correspondence elucidating the Plan, in answer to questions thereon*.
2. *A Sketch of some late Arrangements and a View of the rising Resources in Bengal*, 8vo. London, 1792. This publication, an enlarged edition of No. 1, was severely criticised by a colleague, Nield, in *Summary Remarks on the Resources of the East Indies. By a Civil Servant*, 8vo. London, 1798.
3. *An Answer to Mr. Prinsep's Observations on the Mocurerry System*, 8vo. London, 1794. John Prinsep under signature *Gurrub Doss* in a series of letters in the *Morning Chronicle*, 1792, and separately published, attacked the system.

It has been published that Mr. Law was led to come to the young republic by his enthusiasm for free institutions and his admiration for General Washington. However, the real motives he has himself given.\* Ten thousand pounds, one-fifth of the fortune acquired in India, were arrested in his attorney's hands by the company's government to satisfy its claim against a paymaster for whom he was surety. Law insisted that the principal being financially responsible should have been compelled to pay. This injustice, together with disapprobation of the war with France determined his departure. Mr. Law instituted suit for restitution against the East India Company, which, when he was a resident of the United States, July 24, 1799, was decided in his favor. Reported in 4 Vesey, 824.

In Mr. Law's party were his three Indian sons, George, John and Edmund, and with him at least one Englishman concerned in East India traffic.

**August, 1794, Mr. Law set foot on the American shore.**

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\* *A Reply to Certain Insinuations.*





MRS. THOMAS LAW

ELIZA PARKE CUSTIS

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## MARRIAGE.

**A**T Abingdon, the 21st August, 1776, came to John Parke and Eleanor Custis their first born and they named her Elizabeth Parke.

Benedict Calvert, fourth Lord Baltimore, was the father of Charles Calvert, sixth Lord Baltimore, and he, of Benedict Calvert of Mt. Airy, Prince George's County, Maryland, and Benedict's second daughter was Eleanor.

England had more attraction to Col. Daniel Parke than his broad estates in Virginia. He was the aid next to the heart of the Duke of Marlborough. The Duke fought the battle of Blenheim and Col. Parke was the herald of victory to Queen Anne. Thereafter Col. Parke arrayed himself in apparel of rich fabric and gorgeous shade wrought with figures of gold and bore on his bosom suspended by a scarlet ribbon the Queen's miniature set in diamonds by her bestowed with pounds sterling, a thousand, and the governorship of the Leeward Islands. Hon. John Custis, who was of the King's Council, Virginia, married the Colonel's daughter; and their son was Daniel Parke Custis. Martha Dandridge's first husband was Daniel Parke Custis, her second, Col. George Washington. The only issue was by the first, a son and a daughter. The son, John Parke, was born at the White House on the Pamunkey River in New Kent County, in 1753. The daughter, Eleanor, died in her seventeenth year.

The union of Custis and Calvert is by John Parke Custis and Eleanor Calvert. Col. Washington wrote to Mr. Calvert, April 3, 1773, commanding the consummation of the nuptials at a time remote, or so seemed, to the views of the lovers. And in spite of Washington's protest, the next year the youthful couple were bride and groom, one sixteen, the other

nineteen. To them was born four children, Elizabeth Parke, Martha Parke, December 31, 1777, Eleanor Parke, March 21, 1779, and George Washington Parke, April 30, 1781. The girls were familiarly called Betsy, Patcy and Nelly. The family lived at Mt. Vernon, after at Abingdon. The father died in the twenty-eighth year, November 5, 1781, at Eltham, the seat of his maternal uncle. The widow married Dr. David Stuart, the autumn of 1783; she had seven Stuart children; and died April 28, 1811.

Elizabeth's girlish prettiness promised womanly perfection. The artist, Robert Edge Pine, a pupil of Sir Joshua Reynolds, at Mt. Vernon, May, 1785, in Elizabeth's ninth year portrayed her half-length in accurate drawing and exquisite blending.\* One who saw the portrait describes it:

Elizabeth is represented as a beautiful girl, with rich brown hair lying in careless curls, and in great profusion, upon her head and neck, her bosom covered with very light drapery, and having lying upon it the miniature of her father John Parke Custis, suspended by a ribbon around her neck.

Elizabeth had expressed to General Washington that the dearest wish of her life was to have his portrait. She was then on the threshold of womanhood, living with her mother and stepfather at Hope Park. The General's letter is occasionally printed for the *first* time. Yet it will never be trite as cannot the psalms of the man of song or the proverbs of the man of wisdom. Its aptitude will always be the same as long as the story of love is ever becoming new.

GERMAN TOWN, Sept. 14th, 1794.

MY DEAR BETCY,

Shall I, in answer to your letter of the 7th instant say—when you are as near the Pinnacle as your sister Patcy conceives herself to be; or when your candour thrives more conspicuously than it does in that letter, that I will then comply with the request that you have made for my picture.

No; I will grant it without either, for if the latter was to be a preliminary, it would be sometime, I apprehend, before that picture would be found pendant at your breast; it not being within the bounds of probability that the contemplation of an inanimate thing, whatever might be the reflections arising from the possession of it, can be the only wish of your heart.

Respect may place it among the desirable objects of it, but there are emotions of a softer kind, to which the heart of a girl turned of eighteen is susceptible, that must have created much warmer ideas, although fruition of them may apparently be more distant than those of your sister.

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\* Reproduced. The Home of Washington and its Associations.—*Benson J. Lessing*.

Having (by way of a hint) delivered a sentiment to Patty, which may be useful to her (if it be remembered after the change that is contemplated is consummated), I will suggest another more applicable to yourself.

Do not then, in your contemplation of the marriage state, look for perfect felicity before you consent to wed—nor conceive from the fine tales the poets and lovers of old have told us of the transports of mutual love, that heaven has taken its abode on earth. Nor do not deceive yourself in supposing that the only means by which these are to be obtained is to drink deep of the cup and revel in an ocean of love. Love is a mighty pretty thing; but like all other delicious things, it is cloying, and when the first transports of the passion begins to subside, which it assuredly will do, and yield—oftentimes too late—to more sober reflections, it serves to evince that love is too dainty a food to live upon alone and ought not to be considered further than a necessary ingredient for that matrimonial happiness which results from a combination of causes—none of which are of greater importance than that the object on whom it is placed should possess good sense, good disposition and the means of supporting you in the way you have been brought up. Such qualifications can not fail to attract (after marriage) your esteem and regard, into which or into disgust, sooner or later, love naturally resolves itself—and, who, at the same time, has a claim to the esteem of the circle he moves in. Without these, whatever may be your first impression of the man, they will end in disappointment, for be assured, and experience will convince you, that there is no truth more certain than that all our enjoyments fall short of our expectations, and to none does this apply with more force than to the gratification of the passions.

You may believe me to be always and sincerely,

Your affectionate

G. WASHINGTON.

To Miss BETCY CUSTIS

**Senator Iredell to Mrs. Iredell from Philadelphia, March 30, 1795, writes:**

I dined yesterday with the President. He was in fine health and spirits, and so were Mrs. Washington and the whole family. There is now there an elderly sister of Miss Custis not so handsome as herself, but she seems to be very agreeable.

There is the beauty of the blushing rose, the humble violet, the mournful myrtle, the pale primrose, the azured harebell, the gaudy marigold, the golden buttercup, the snowy lily, the spicy carnation, the shapely daffodil, the stately golden rod, the bold sunflower, the regal hollyhock, the trailing arbutus, the precious orchid, the wilding of the field, the darling of the conservatory; there are beauties as numerous as the stars of the firmament, varying not in degree but in type and what the Senator means is that the bewitching Nelly more nearly than her sister accords with his ideal of feminine beauty. However Elizabeth was in Philadelphia March, 1795.

In 1794 Thomas Law appeared. He rented a mansion on Broadway, New York, not so far from the Battery. Tom Law, only thirty-seven, the scion of British aristocracy, a Lord of India, bright in speech, elegant in manner, intellectually handsome, and a plethoric purse withal! Can it be imagined he was unnoticed? How the dames with eligible daughters, covetous of their worldly welfare, must have manœuvred, and how the belles looked beautiful and tried to do it unconsciously.

Mr. Law becomes acquainted with the *first* speculator. He is inoculated with speculative fever. He makes an optional contract of purchase. He says :

I shall certainly go to Washington City & my heart & mind are full of it—  
You may say that I had rather sell my horses or books or any thing rather than part with a foot at present of Washington City—

He arrives in the Federal City, February 23, 1795. His enthusiasm expands. He hastens to Philadelphia to confirm the option. He is in Philadelphia, March 10th, and in Washington, again, the 29th.

When did Miss Custis and Mr. Law first meet? Say you, March, 1795, and about the 15th? If so, I shall not contradict. It was a case of "two lutes in one key." The touch of love mayhap prompted the gallant Law the sentiment to confess, when I beheld your beauteous face a sweet emotion did agitate me; and she, when your eyes met mine I felt a strange exhilaration.

Early in 1796 the engagement of Thomas Law and Eliza Parke Custis was announced, and March 21st, that year, the marriage was celebrated. What an auspicious union! Miss Custis, a descendant of Lord Baltimore, a granddaughter of Mrs. Washington, wife of the first President—to Tom Law, paragon of manly perfection.

THOMAS LAW Esqre

PHILA 20 March 1796

WASHINGTON

DEAR SIR

Tomorrow is the day when you are to be made one of the happiest mortals now living—You have my sincere wishes that every Blessing may attend you and your Bride through long life, so that when the Course of Nature calls you from the enjoyments of this world to those of a better you may depart without sigh or regret—Mrs & Miss Morris join in Congratulations and good Wishes as indeed do all my Family—

I am Sincerely

Yours

ROBT MORRIS.



## PRESIDENT WASHINGTON TO MISS ELEANOR PARKE CUSTIS.

This day according to our information, gives a husband to your elder sister, and consummates, it is to be presumed, her fondest desires. The dawn with us is bright, and propitious, I hope, of her happiness, for a full measure of which she and Mr. Law have my earnest wishes. Compliments and congratulations on this occasion, and best regards are presented to your mamma, Dr. Stuart and family; and every blessing, among which a good husband when you want and deserve one, is bestowed on you by yours, affectionately.

The wedding\* was at the home of the stepfather, Dr. Daniel Stuart, Hope Park, five miles northwest of Fairfax Court House. The bride and groom were of age nineteen and thirty-nine respectively. Dr. Stuart was of the first board of Commissioners for the Federal City, appointed January 22, 1791; he served three years.

A marriage settlement, technically termed an indenture tripartite, was executed March 19, 1796, between Thomas Law, Elizabeth Parke Custis, and as trustee, James Barry. Other indentures tripartite, May 8, 1800, and July 17, 1802, were executed between Mr. and Mrs. Law and their brother-in-law, Thomas Peter, substituted trustee, substantially the same as the original.

Straightway Mr. Law leased from Mr. Cranch his most pretentious mansion for the time he thought his own on New Jersey Avenue would be in construction. Within the honeymoon Mr. Twining was a guest. Some of the references to "nabob" Law in *Travels in America 100 Years Ago*, are quoted to indicate his cordiality, manner of life, and enthusiasm in the American venture.

Baltimore, 1796. I had not long returned to my own room after breakfast this morning before I was told that a gentleman had called upon me and was waiting in the passage below. When I was within a few steps of the bottom of the stairs, a gentleman advanced hastily to meet me, and taking me warmly by the hand, said: "I am sure you are Mr. Thomas Twining, you are so like your father." This unceremonious stranger was Mr. Law, just arrived from Washington. I took him into a parlor on the ground floor and there we had a long conversation about India, where he still had many friends.

25th. April. Mr. and Mrs. Law set out in their chariot and four horses for Washington. I had not seen such an equipage in America. They invited me to accompany them, but besides my unwillingness to add to their inconvenience on the bad roads they had to travel, I had some engagements which prevented my leaving Baltimore until the next day.

\*On the 20th instant at the seat of David Stuart, Esq., Thomas Law, youngest son of the late Bishop of Carlisle, to Miss Custis, granddaughter of the Lady of the President of the United States.—*Claypoole's American Daily Advertiser*, Philadelphia, March 28, 1796.

27th. Mr. Law sent a servant to Georgetown with my horse, with directions to bring back my portmanteau.

In the evening, Miss Westcott, of Philadelphia arrived. Though possessing a sort of celebrity for her talents and literary attainments, her manners were particularly unaffected and agreeable.

28th. Spent the day with Mr. Law's family. Monsieur Talleyrand, Ex-Bishop of Autun, whom the hostility of parties in France had driven across the Atlantic was expected from Philadelphia, but much to my regret did not come.

29th. Mr. and Mrs. Law took me in their carriage this forenoon to introduce me to Mr. Lear and his family, residing near Georgetown.

Miss Custis, sister of Mrs. Law, arrived. A letter from Monsieur Talleyrand announced that he was under the necessity of deferring his visit.

30th. Today Mr. and Mrs. Law were so good as to make a party on my account to Alexandria, which I had a desire to see, as one of the principal towns in Virginia. Accompanied by Miss Custis and Miss Westcott, we embarked in a large boat and were rowed down the Potomac.

1st May. Although Mr. Law seemed satisfied with his new situation, having a companion with whom a man might be happy anywhere, I could not but be surprised at the plan of life he had chosen. The clearing of ground and building of small houses, amongst the woods of the Potomac, seemed an uncongenial occupation for a man of so accomplished a mind, and whose former habits and employment had been so different. As chief of a large district in Bengal he had been accustomed to the discharge of important official functions, and to the splendor and consequence of a prince. In England his family was opulent and distinguished. One brother was bishop of Carlisle, another was a barrister of the first eminence, and the successful defender of Mr. Warren Hastings against the political influence of Fox, the eloquence of Sheridan, and the virulence of Burke. America, of all countries, seemed the least suited to the activity or leisure of such a person. Here almost everyone was engaged either in politics or speculative enterprise. But as a foreigner, and particularly as an Englishman, Mr. Law could never possess any political weight in the country; and his inexperience in commercial affairs, amidst rivals so experienced and intelligent, might expose him to litigation and disappointment, and involve a considerable diminution of his fortune. One anticipation in which he indulged, with great confidence and satisfaction, was that other East-Indians would join him; and he hoped, I was sorry to see, that I might return to Bengal with impressions tending to encourage this migration. As we stood one evening on the bank of the river before his door, he said: "Here I will make a terrace, and we will sit and smoke our hookahs."

To locate the site of Mr. Law's residence we have only to give heed to Mr. Twining's intelligent and circumstantial narration. Mr. Twining's journey horseback from the Capitol to Mr. Law's house through a wilderness was generally in a southwest direction or on the line of Delaware avenue. Mr. Twining says:

His house, built by himself, was only a few yards from the steep bank of the Potomac, and commanded a fine view across the river, here a half a mile wide.



RESIDENCE OF THOMAS LAW  
SIXTH AND N STREETS SOUTHWEST



\* \* \* The position was at least favorable, being on a point of land between the Potomac and a tributary stream called "the eastern branch," thus offering a double water front.

And,

A little below the point on which Mr. Law's house stood, after the junction of the eastern branch, the river was nearly a mile in width.

These descriptions identify the general location—Greenleaf Point and immediately north of the Arsenal grounds. The court, tax and state records indicate the exact location—square 502. The mansion at the northeast corner of Sixth and N streets southwest is Mr. Law's first residence and where he entertained Mr. Twining. At that time the mansion was about fifty yards from the high bank of the Potomac.\* Twining says that it was built by Law, and that "in the rear of the house" he "was building a street, consisting of much smaller houses than his own," referring, of course, to Union street. Twining surely mistook Morris and Nicholson's operations for those of Law. Law did not build the mansion, nor the small houses. In the chancery causes are schedules, in great particularity prepared by Law, of all his improvements. The syndicate, Morris, Nicholson and Greenleaf owned the property. Law had a blanket mortgage covering it. Morris and Nicholson were the landlords, Law the tenant. On September 17, 1796, Morris and Nicholson write Law: "We willingly agree rent shall cease when you moved out and not continue either to the expiration of the time you took it for or when you delivered up the key." Upon the vacation of the mansion Mr. Cranch inserted an advertisement for sale or lease in *The Washington Gazette*, September 7, 1796, which states among other attractions that it is "Delightfully situated on the banks of the Potomak, at the corner made by N Street south and Sixth Street." Not many yards south of the mansion and where Mr. Law's party embarked for Alexandria was Morris and Nicholson's Wharf. It was a landing for the Alexandria and Georgetown packets.†

June 12th 1797.

Mr. Morris joins me in thanks for your congratulations on my Son Roberts marriage he & his wife are in the Country emulating the happiness which you

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\* Dermott's Tin Case Map, 1803.

† *The Washington Gazette*, September 6, 1796.

& Mrs Law are in the enjoyment of, may you long continue in the same state of bliss, we all say & pray.

The four B's essential to social success, "blood, brains, brass, brads," had Mr. Law. However, his brass was the confidence of culture. His noble hospitality was the impulse of a generous heart; too elevated in spirit was he to purchase social rank. His entertainments were of unrivalled splendor; their renown was even beyond the bounds of the country; no distinguished foreigner closed an itinerary without being a guest of Mr. Law at Washington. The recipients at that hospitable home were made to feel

None came too early, none returned too late.

As early as the summer of 1796 Mr. Law resided in his own house on New Jersey avenue on the west side, the northern of the row now reconstructed into the hotel, Varnum. At this residence, General and Mrs. Washington, so his diary states, frequently were guests. And, Mr. and Mrs. Law in the spring of 1797, received Louis Philippe and his two brothers and entertained the Princes with a splendor befitting royalty. And in the summer of that year welcomed Mon. C. Volney, the French author and free-thinker. And made participants of their bounty, the next summer, the Polish Niemcewitz, companion of General Kossuth; and the next winter, the "experienced farmer," Richard Parkinson.

With the coach and four Mr. and Mrs. Law made journeys to Philadelphia, for Mr. Gallatin, 3d February, 1798, writes :

We have a new acquisition in our family, Mr. and Mrs. Law (she was, you know, Miss Custis), both very agreeable, and I feel quite rejoiced that there should be some female in our circle in order to soften our manners.

Mrs. Law was not content with drawing-room conquest; she was ambitious of statecraft through the diplomacy of her charming personality.

Mr. Gallatin writes again to Mrs. Gallatin :

23d February, 1798.

Do you want to know the fashionable news of the day? The President of the United States has written, in answer to the managers of the ball in honor of G. Washington's birthday, that he took the earliest opportunity of informing that he *declined* going. The court is in a prodigious uproar about that important event. The ministers and their wives do not know how to act upon the occasion;

the friends of the old court say it is dreadful, a monstrous insult to the late President; the officers and office-seekers try to apologize for Mr. Adams by insisting that he feels conscientious scruples against going to places of that description, but it is proven against him that he used to go when Vice-President. How they will finally settle it I do not know; but to come to my own share of the business. A most powerful battery was opened against me to induce me to go to the said ball; it would be remarked; it would look well; it would show that we democrats, and I especially, felt no reluctance in showing my respect to the person of Mr. Washington, but that our objections to levees and to birthday balls applied only to its being a Presidential, anti-republican establishment, and that we were only afraid of its being made a precedent; and then it would mortify Mr. Adams and please Mr. Washington. All those arguments will appear very weak to you when on paper, but they were urged by a fine lady, by Mrs. Law, and when supported by her handsome black eyes they appeared very formidable. Yet I resisted and came off conqueror, although I was, as a reward, to lead her in the room, to dance with her, &c.; all which, by the by, were additional reasons for my staying at home. Our club has given me great credit for my firmness, and we have agreed that two or three of us who are accustomed to go to these places, Langdon, Brent, &c., will go this time to please the Law family.

Upon the establishment of the government at Washington the social activities of the Laws redoubled. Mr. and Mrs. Law extended the gladsome hand to the distinguished representatives of government, foreign and home, and to the latter without distinction of political creed. Mr. Law was in touch with the leaders of the parties. He was the friend of Mr. Wolcott, the Secretary of Treasury in the Adams' administration, and none the less of his successor, Mr. Gallatin, in the Jefferson and Madison administrations.

To OLIVER WOLCOTT, JANUARY 1, 1801.

DEAR SIR,

I return the pamphlet with many thanks for the perusal of it. With heartfelt regret, I join with all the citizens of Washington in bidding you farewell, Mrs. Law unites with me in wishing you health and as much happiness as this life can afford. In most countries, those who leave the public treasury in a good state, have their own finances made flourishing also, but with you the *mens sibi conscientia recti*,\* is the sole reward.

I remain, with unfeigned esteem, respect, and regard,

THOS. LAW.

Mr. Wolcott informs Mrs. Wolcott, July 4, 1800, that "Mr. Law and a few other gentlemen live in great splendor and the rest in same degree of squalor." The editor of Mr. Gallatin's

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\*A mind conscious of rectitude.

correspondence says the Laws were the leaders of fashionable society and it discloses sociability between the two families.

Mr. and Mrs. Law had born to them two and Eliza survived infancy.

The reproduction of the portrait of Mr. Law and of the St. Menin likeness of Mrs. Law is through the courtesy of Mrs. Kirby Flower Smith, of Baltimore, a great grandchild of Mr. and Mrs. Law. The portrait is in England. St. Menin employed the term physiognotrace for his profiles.





## PUBLIC SPIRIT.

I wish to benefit myself by promoting the City. Barry is urgent—he wants to erect a store & to purchase grain & to build a ship—I mean to set up an agency house with him from East India commissions.

**C**APTAIN BARRY built his wharf and opposite Mr. Law exploited his hobby. The treatise on India, already mentioned, shows Mr. Law's interest in the sugar industry and to promote it he conveyed to James Piercy the south half of square 744 with the stipulation that Piercy was to erect a sugar refinery thereon of prescribed dimensions in certain time. Piercy executed, April 25, 1797, a first mortgage to Law for the entire purchase money £1860 6s. 8d. and a second mortgage to secure Law £1875 and James Ray £937 10s. advances in cash, and Daniel Carroll of Duddington, £1218 15s., the value of 500,000 brick. Additional advances by Law, Ray and others in large amounts to the sugar refiner indicate the project was on a large scale. It was the *first* manufacturing enterprise in the city of Washington and the *largest*. Piercy came January, 1797, and fifteen months after began "to boil sugar." The material came from New York and Europe. The sugar house was at the southeast corner of the square. The activities at Barry's wharf and the refinery ceased entirely and quickly; and Mr. Gallatin to Mrs. Gallatin the opening of 1801 writes:

At the distance of three-fourths of a mile, on or near the Eastern Branch, lie scattered the habitations of Mr. Law \* \* \* a very large but perfectly empty warehouse, and a wharf graced by not a single vessel.\*

WASHINGTON CITY 15th January, 1801.

\*Our local situation is far from being pleasant or even convenient. Around the Capitol are seven or eight boarding-houses, one tailor, one shoemaker, one printer, a washing-woman, a grocery shop, a pamphlets and stationery shop, a small dry-goods shop, and an oyster house. This makes the whole of the Federal city as connected with the Capitol. At the distance of three-fourths of a mile, on or near the Eastern Branch, lie scattered the habitations of Mr. Law and of Mr. Carroll, the principal proprietaries of the ground, half a dozen houses, a very large but perfectly empty warehouse, and a wharf graced by not a single vessel. And this makes the whole intended commercial part of the city, unless we include in it what is called the Twenty Buildings, being so many unfinished houses commenced by Morris and Nicholson, and perhaps as many

Law, Ray and Piercy, the three sugar principals, all went into chancery; each on his own hook filed a bill against the co-promoters. Ray accused Law of everything on the calendar of crime but gave him credit for an adroit move. Law, in the land of his birth, experienced the uncertainties and vexatious delays of litigation, so when he sued Ray, he took the precaution to have his adversary on a "pretended" demand safely and snugly in a Baltimore jail, so he could not possibly appear and answer, which Ray claimed was "a sinister advantage."

Cornelius Coningham, Greenleaf's former partner, leased the sugar house for a brewery and distillery. Ill success attended his enterprise and he advertised, 1811, for sale the copper utensils and the unexpired lease.

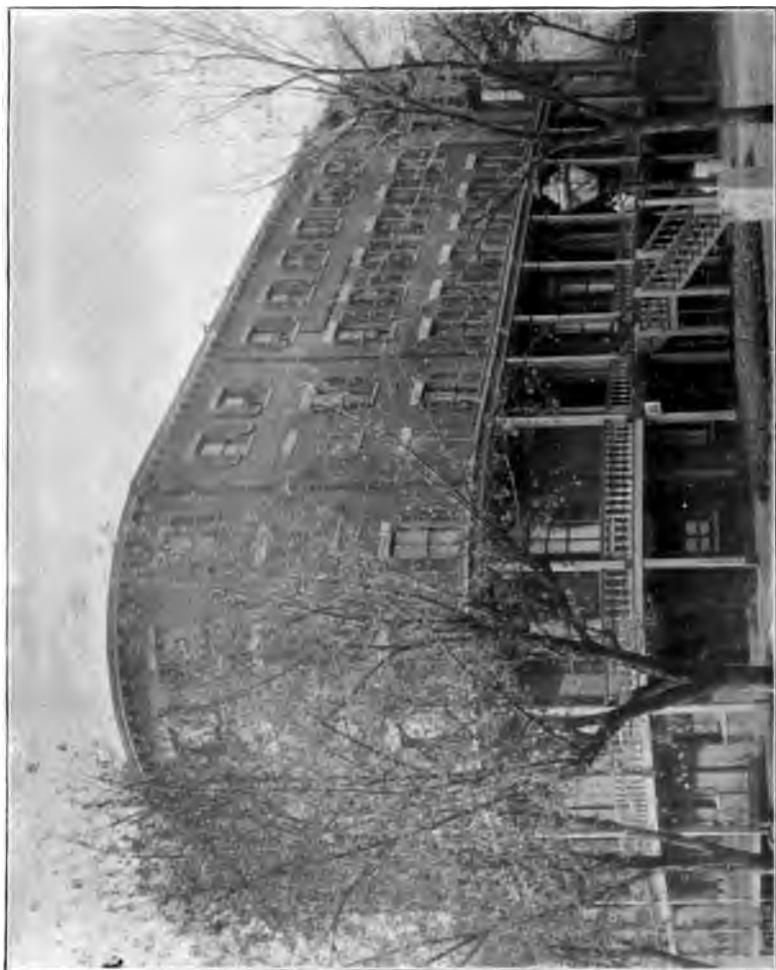
The main building was eight stories high and the wing five; it was forty-seven feet front close to the Eastern Branch and forty-six feet deep on the bank of the canal. Fortunately the refinery is pictured; it is prominent in the view of the *City of Washington, from beyond the Navy Yard, published by Lewis P. Clover, New York, 1834*. There is exact agreement between picture and descriptions and dimensions by Clotworthy Stephenson and Edmund Law. The structure was razed in 1847.†

At the sale of lots by the Commissioners those on the river between the Arsenal and Navy Yard were the most eagerly sought and commanded the highest consideration. The speculators evidently thought the commercial advantages of this water front would cause the squares near by to be first utilized. Of the large investors Mr. Greenleaf and Mr. Law were of the same opinion and the former selected the vicinity of the Arsenal

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undertaken by Greenleaf, both which groups lie, at the distance of half-mile from each other, near the mouth of the Eastern Branch and the Potomack, and are divided by a large swamp from the Capitol Hill and the little village connected with it. \* \* \* I am at Conrad & McMunn's, where I share the room of Mr. Varnum, and pay at the rate, I think, including attendance, wood, candles, and liquors, of 15 dollars per week. At table, I believe, we are from twenty-four to thirty, and was it not for the presence of Mrs. Bailey and Mrs. Brown, would look like a refectory of monks.

†At an early period of this city, an English gentleman of wealth, the brother of Lord Ellenborough, and a man of talent and great eccentricity, arrived from India, where he had lived for many years and it was said had rendered important services to the East India Company and vested a large capital which he brought with him in city lots—many of which he proceeded to improve. Like most of the early emigrants to Washington he believed that the Metropolis was destined to become in a short time a magnificent and wealthy city; but he did not live to realize his brilliant anticipations, though he died but a few years ago. He was speculative and visionary but enterprising, and projected a number of schemes which did not result successfully. Among others, into which he entered, was that of forming a company for the establishment of a sugar refinery, and for this purpose, a large brick edifice was erected on the Eastern Branch in 1798. But after a few years trial the scheme was found not to answer and the building which long towered "proudly eminent" was abandoned to ruin. It stood however, unoccupied and in a state of progressive decay, and as a sort of landmark till about two years since when it was sold, pulled down and the material used for other purposes.—*George Wallerston's manuscript.*



THE VARNUM  
NEW JERSEY AVENUE AND C STREET SOUTHEAST



for his solid blocks while the latter New Jersey avenue, positionally the artery of that section.\*

Mr. Law decided to build on either side of New Jersey avenue from the Capitol to the Potomac. He began operations in the spring of 1796. All of his buildings were completed by the year 1800. Besides those built on his own account, Mr. Law advanced the funds for building under contracts of purchase, and otherwise facilitated the city's growth.† In the consolidated chancery causes, *Pratt vs. Law*, is a schedule prepared by Capt. Clotworthy Stephenson, March, 1812, of Law's improvements for himself and others.

**Survey, Measurement and Valuation of the Brick Buildings**

Erected on the Property of Thomas Law, Esqre By	
himself and Other Purchasers . . . . .	\$211,637
Framed Wood Buildings . . . . .	33,218 \$244,855

On the map in *Moore and Jones' Travellers' Directory, 1802*, the city buildings are seen at a glance and Law's appear to comprise a considerable proportion.‡

Mr. Charles William Janson, an Englishman, attempted to establish himself in the new republic; he was unsuccessful in legal practice, land speculation and mercantile venture and disappointed and disgruntled he returned to the place of

\* Mr. Weld visited the city late in 1795 and again the next year. He writes :

The private houses are all plain buildings ; most of them have been built on speculation, and still remain empty. The greatest number, at any one place, is at Green Leaf's Point, on the main river, just above the entrance of the eastern branch. This spot has been looked upon by many as the most convenient one for trade ; but others prefer the shore of the eastern branch, on account of the superiority of the harbour, and the great depth of water near the shore. There are several other favourite situations, the choice of any one of which is mere matter of speculation at present. Some build near the capitol, as the most convenient place for the residence of members of congress, some near the president's house ; others again prefer the west end of the city, in the neighbourhood of George Town, thinking that as trade is already established in that place, it must be from thence that it will extend into the city.

In its course it receives several large streams, the principal one of which falls in at the federal city. This river is called the Eastern Branch of the Patowmac ; but it scarcely deserves that name, as it extends no more than thirty miles up the country. At its mouth it is nearly as wide as the main branch of the river, and close to the city the water is in many places thirty feet deep. Thousands of vessels might lie here, and sheltered from all danger, arising either from freshets, or from ice upon the breaking up of a severe winter.

† Mr. Law having speculated largely in city lots (viz. of the intended federal city, as it was called, of *Washington*), he offered to let Colonel Lyles and me have any lot we choose, at the price it cost him, and to leave the money on common interest for any time we should mention. We looked out a lot, and make a conditional bargain. I was to make an estimate and plan ; which I did. But the expences of building I found very high ; nor did I like the appearance of the place at all. I began to think that it was too young a city for a brewery, there not being above three hundred houses ; nor could I find there was another man of any considerable moneyed property in the city, besides Mr. Law. I thought too that, water being the usual drink of the country, there was very little probability of that custom changing for some time ; and especially while they were employed in building houses, paving streets, &c. I therefore made known these sentiments to Colonel Lyles ; and we dropped that scheme. Indeed, I began to think of coming to England again. A Tour in America, *Richard Parkinson*.

‡ S. S. Moore and S. W. Jones' *Travellers' Directory or a Pocket Companion from Philadelphia to New York and from Philadelphia to Washington. 1802.*

nativity. To compensate his misfortune he through the medium of a publication, *The Stranger in America*, slurred the American people and their institutions. His aspersion and falsification affecting Mr. Law have taken deep root difficult to eradicate. Says the stranger to truth:

Among the sufferers by the Washington speculation is Mr. Thomas Law, brother to Lord Ellenborough, who, as has been already observed, invested the greatest part of the money he obtained in India, in building near the capitol, where he still resides, under the mortifying circumstance of daily witnessing whole rows of the shells of his houses gradually falling to pieces.

This palpable misstatement has visible refutation. Mr. Law's "shells" were then new structures. Their solidity is shown by the fact they stand today apparently of sufficient strength for the wear of another century. Law is more called to mind in this generation by the substantial building at the northwest corner of New Jersey avenue and C street, southeast, than by any other structure. It was built, 1796. Originally it was three residences. The initial issue of the *National Intelligencer*, October 31, 1800, was from one. With the removal of the government from Philadelphia this advertisement appeared in the *Washington Gazette*:

CONRAD AND McMUNN

Have opened houses of entertainment in the range of buildings formerly occupied by Mr. Law, about two hundred paces from the Capitol, in New Jersey avenue, leading thence to the Eastern Branch.

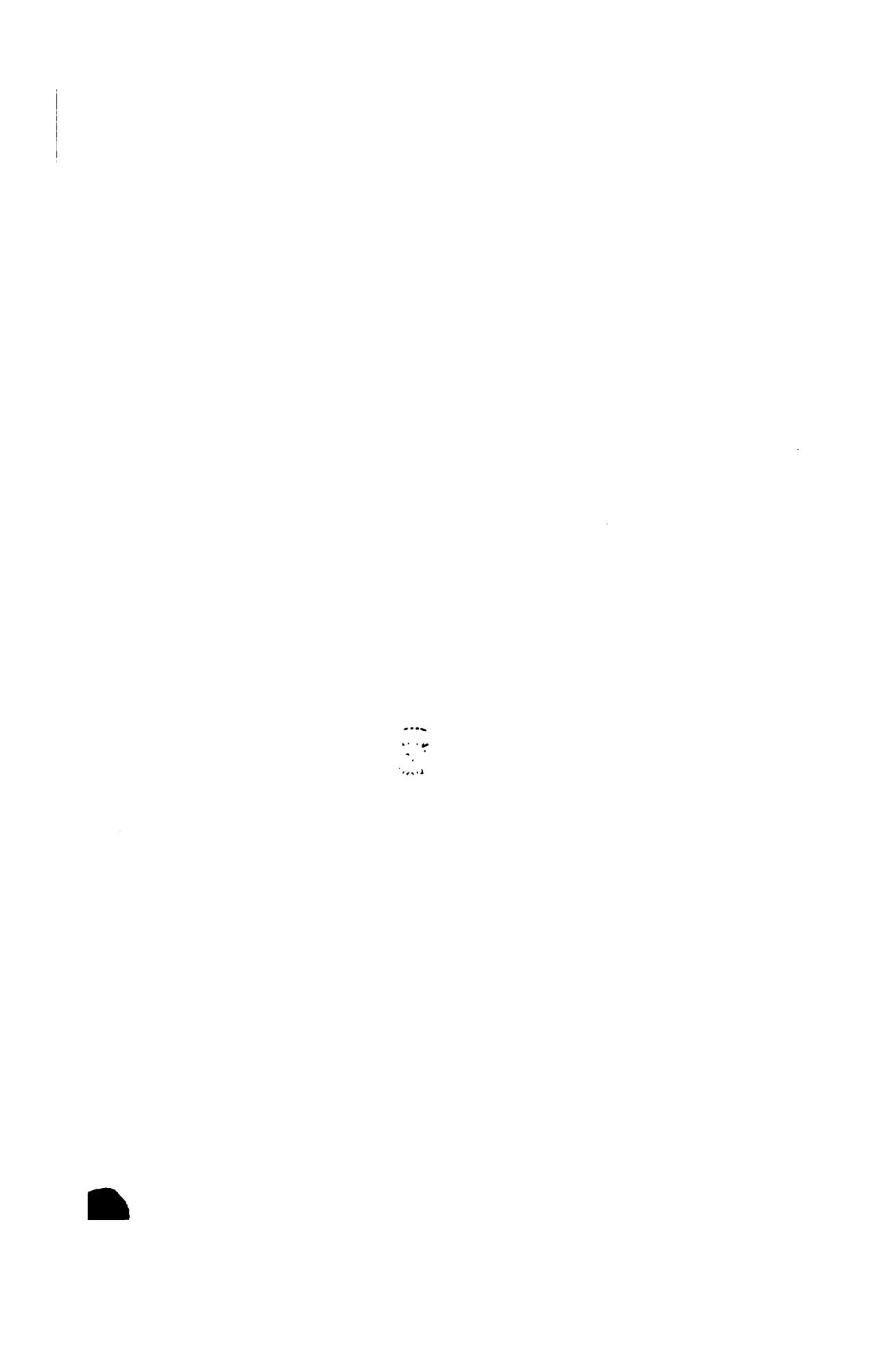
CITY OF WASH. Nov. 24, 1800.

Mr. Jefferson at the time of his inauguration as President, March 4, 1801, was a guest of Conrad and McMunn. The proprietors had insufficient patronage and October, 1801, Mr. Law sold the household goods for his charges. In 1804, they were occupied by Mr. Smith, the editor of the *Intelligencer*, Mrs. Williams and Mr. Coyle. In 1815, and perhaps before, Miss Heyer occupied one. In July, 1828, Mr. Law advertises for rent the three houses lately occupied as boarding houses by Mr. McLeod, Mrs. Rapine and Miss Heyer. The three were connected and leased by the United States government for the Coast Survey and other branches of the service. Then it was remodeled for a hotel and styled the Law House. Now it is the hotel, Varnum.

The house in which Mr. Law lived was judicially fixed in the chancery cause, Law vs. Adams. It is located on New



RESIDENCE OF THOMAS LAW  
NEW JERSEY AVENUE AND C STREET SOUTHEAST



Jersey avenue near the intersection with C street, southeast, and was built by him, surely by and probably before, 1799. He moved over from the west side of the avenue immediately before Congress convened, December, 1800. This was the home of Law in the heyday of prosperity. Here he with inborn ease and grace his elegant and munificent hospitality bestowed upon diplomat, statesman and savant; and Mrs. Law, when she was mistress of the mansion, charming and vivacious, wore the laurels of social triumph. Mr. Law sold in 1818 the mansion to Dr. Frederick May, who lived in it, as did the Doctor's sons, John F., a noted local physician, and Henry, who became a prominent lawyer of Baltimore. The late Joseph Holt, Judge Advocate General during the civil war, acquired the property in 1857, and from that date until his death, of recent occurrence, occupied it.

The *ten buildings* were built on New Jersey avenue, the west side and northward from E street. The corner house is as at first, some of the others have been remodeled or removed.

With the exception of the syndicate, Morris, Nicholson and Greenleaf, Mr. Law was, I believe, the only one who complied with the building requirements on an extensive scale. Controversy arose between the Commissioners and Law who contended more stories and larger areas covered entitled to a concession in the number of houses. President Washington, the last day of his administration, March 3, 1797, decided in favor of Mr. Law with an expression of reluctance:

Mr. Law speculated on his own pounds sterling, most of the other operators on credit. The principal transaction was upon "sight unseen;" in the city of New York, with city map and winning words, Greenleaf fired Law's enthusiasm and opened wide his purse strings. The transaction has already been explained. The consideration was \$133,333. Law's fortune when he came to America was about £50,000; to this is to be added £6,000 William Blane of London entrusted him with to invest, making the entire fund roundly \$270,000.

PHILA. July 4, 1796

THOMAS LAW, Esq<sup>re</sup>

dear Sir

This is the glorious anniversary of our Declaration of Independence and must be dedicated to Festivity and Joy, but first I will devote a few moments to acknowledge the receipt of two friendly letters from you—You omit putting dates to them but the last which came has a post office mark 30 June—You may now

rely on my exertions to promote the City of Washington by every means in my Power—I expect that we shall by and by get the Command of Money—when that is accomplished everything that you can wish from Mr. Nicholson & myself will follow—I wish that the President had abolished in toto the regulations about the building and thereby let the Owners of Lots to pursue their own fancy's & inclinations—This I conceive will be absolutely necessary to give that spur to Improvement which is wanted—The King of Prussia tried to establish a City upon the same system of regularity of Building, but with absolute authority & money at Command he could not do it & only impeded its Progres by the attempt.—I hope soon to have the pleasure of seeing you, for notwithstanding our delays Mr. Nicholson & myself will certainly be with you by and by.—

Yrs Sincerely

ROBT MORRIS.

Mrs Morris & Maria are just returned from Morrisville & desire to be remembered affy to Mrs Law—Present me also if you please.—

Mr. Nicholson at Washington had made some progress, or thought he had, in the disentanglement of affairs between the Commissioners and the proprietors and so advises Mr. Morris who breaks forth joyously, February 1, 1797:

I hope they will in the end satisfy *Law* and then let him celebrate them as their works in his charming Poetic strains and if they will take that for *Pay* it will be a good thing.

I think with you that everybody concerned in Washington Lots are likely to benefit by the elucidation of Title which you are bringing forth out of the host of Lawyers you employ.

Mr. Law's annoying tactics goaded Mr. Nicholson to frenzy yet Mr. Morris excused his "uncertainties and inequalities" by mild suggestion of bats in the belfry. Mr. Law without warrant gave away the property of Messrs. Morris and Nicholson to Mr. Campbell, their creditor, of many thousands value. Then Mr. Morris's ire was aroused and he from the Hills, September 16, 1797, made known to Mr. Law:

SIR /

We have never had occasion to charge you or any other person with neglect, for want of reminding us of claims against us, your letter of the 6th inst and many others is a proof of your attention to your own side of the question, which is certainly proper and it has ever been our ardent desire to render you the justice you ask and which our duty calls on us to perform. \* \* \* for altho' we suffer much and in many shapes by the derangement of our affairs yet we have spirit & vigour enough not to suffer injustice tamely, nor to bear with unmerited insults so that you will not be surprized Mr. Law if we make a scrutiny into a transaction of yours which we have just been informed of & by which you have meditated an unprovoked injury to those who have always been in the habits of friendship with you.

We are Sir

Yours

Mr. Law repented and Mr. Morris, whose heart ever overflowed with generosity, accepted repentance as compensation for injury. As a correct chronicler I record the incident. The few errors of judgment in a life of unselfishness make no mar.

The East Washington Citizens Association in the beginning of the city was exceedingly active and alert and could readily detect favoritism to the west end although at that time the membership was limited. I quote from the unpublished notes of Mr. Law.\*

Being now the oldest inhabitant it may be useful to give a brief history of the city since my arrival here. I put up in Georgetown because there was only one little tavern in the city, which then contained only three or four houses belonging to the owners of estates. The legislature of Maryland had started a bank for the city, but it was established in George Town and the money loaned was to those who would build in the Town or at the west end of the city. A bridge was built also by the Commissioners at the city expense over Rock Creek with a draw, and it was to have the Navy Yard there and the Marine barracks were laid out on its banks and the marine corps encamped there.

The President's house was advanced rapidly and the Capitol was only above ground and the foundation was so bad that it was to be undone and commenced again. In short Mr. Stoddert, Secretary of Navy, and the majority of the Commissioners and the bank being George Town men, resolved to have Congress meet in the President's house or in George Town College and to make the progress of the West End tend to counteract that of the Capitol.

General Washington having been informed of these injurious ideas in the Commissioners and being displeased at witnessing the slow advancement of the Capitol ordered the Commissioners to live in the city and to encourage persons to build for the accommodation of Congress.

#### Mr. Law further says:

That the public might have encouragement to build General Washington commenced two houses.† This example gave confidence and houses were seen to spring up with rapidity, notwithstanding the natural rivalship of two adjacent towns, which had been long before established. New Jersey Avenue, then full of stumps of trees, was opened to have access to the Eastern Branch, and merchants made wharves and warehouses on the Eastern Branch, where only there is a harbor safe from the danger of ice which comes down by floods in the Potomac. Houses also rapidly sprang up about the Capitol although double prices were paid for workmen, bricks and materials.

#### From Law's answer, Pratt vs. Law:

Had it not been for his exertions and the large sums he had laid out, there would have been no accommodation for Congress the first of their session.

\* From the Law manuscript of Mrs. Kirby Flower Smith.

† That is—in the vicinity of the Capitol.  
Dined at Mr. Law's. Examined in company with the Comrs some of the Lots in the Vicinity of the Capitol & fixed upon No 16 in 634 to build on.—Washington Diary, September 21, 1798.

The three-story brick at the corner of Ninth and E streets used as the General Post Office Department owned by Dr. John Crocker was built with the help of Mr. Law.

Mr. Law was deeply interested in public finance and banks. The first bank in the District was the Columbia at Georgetown started 1793; a director of which he was elected, March 24, 1798. The Patriotic Bank was established May, 1815, and he was of the first directory elected June 5, 1815.

Mr. Law with other citizens of public spirit whose coöperation he enlisted guaranteed, February 6, 1796, the prizes of a grand lottery to promote the construction of the Washington Canal. And he was not idle in inviting his friends to patronize the same as Mr. Morris's letter, June 12, 1796, indicates:

I am indebted to you for a letter without date rec'd last week, respecting the Canal contemplated to pass through the City of Washington, the importance of its being effected is I doubt not as you represent it, & in this belief I have added my name to the subscription for Tickets, Mr Nicholson & Mr Greenleaf have done the same but as yet We have not advanced any farther Mr Cazenove is gone to New York, Gen. Stewart unwell & I have been too much engaged to follow them up.

Mr. Law and his coöperants advertised, July, 1802, to receive personally subscriptions for opening canal to communicate from the Potomac river to the Eastern Branch authorized by Act of Congress, May 1, that year. From England, May 30, 1803, he writes:

I am staying to raise 80,000 dollars for the Canal which I am confident I shall obtain—I did not like to request subscriptions upon my own ipse dixit—I am now getting the sentiment of disinterested persons, and supported thereby, can easily raise the money.

And in a subsequent letter he states, the prospect of success brightens, a number of monied men are fully impressed with the certainty of ample remuneration for their investiture of money.

In 1804 appeared Mr. Law's *Observations on the Intended Canal in Washington City*. It was his idea to extend navigation through the city from the Potomac to deep water of the Eastern Branch, thereby avoiding "the circuitous and hazardous route by Turkey Buzzard point" and advancing magnetically commercial prosperity. In 1809 on the lines he suggested a company was incorporated.

**D. B. Warden—*Chorographical and Statistical Description, District of Columbia :***

The Canal, which runs through centre of the City, commencing at the mouth of the Tiber Creek, and connecting the Potomac with its Eastern Branch, is nearly completed. Mr. Law, the chief promoter of this undertaking proposes to establish packet-boats to run between the Tiber Creek and the Navy Yard—a conveyance which may be rendered more economical and comfortable than the Hackney-Coach.

Mr. Law was a director in the Washington Canal Company as late as 1829. The account of the commencement and completion of the canal illustrates the enthusiastic mind and cyclone method of Mr. Law. The canal never was of profitable utility. Its course is now a broad avenue.

Madison Davis in *The Navy Yard Section* says of James Barry:

He was one of the incorporators of the Washington Canal Company, an enterprise planned by him in association with Thomas Law, and from which great expectations were formed. In connection with the business of this company, the furnishing of offices for it, etc., he erected a large double brick building near the eastern basin of the canal, in which for many years a very considerable business was transacted part of which structure, now called Castle Thunder, is still standing and which, on account of its situation, and from its manifest claim to past respectability, excites the surprise of nearly every one who has occasion to visit that now benighted spot.

Mr. Law insistently urged before Congress concession for the Chesapeake and Ohio Canal; and made *proposition for creating means for commencing construction, 1827.* At a public meeting, July 9, 1827, Mr. Law was of the committee appointed to devise plans of promotion. The connection of the Atlantic and western waters by a canal or uniting the River of Swans with *la belle Riviere\** as a bond of commercial and political union as this project was then phrased had Mr. Law's enthusiastic concurrence and at the banquet, Brown's Hotel, November 8, 1823, to the Grand Union Canal Convention he raised the glass and responded eloquently.

When in England, 1824, Mr. Law witnessed Stephenson's railroad in the experimental stage and in a measure foresaw its

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\* *Toast, Independence Day, 1828, Charleston, W. Va.—“The Chesapeake and Ohio Canal—Uniting the River of Swans with la belle Riviere.”*

It is watered on the west by the Potomac, formerly called by the Indians *cohongo-ronis* or river of swans—*George Wallerston's manuscript.*

C'est le nom que les Canadiens et les Géographes français donnent à l'Ohio.—Tableau du Climat et du Sol des Etats-Unis D'Amérique par C.—F. Volney.

universal utility and upon return to his adopted country, while still the champion of canals, he urged in the prints, *Intelligencer*, 1825, his preference for locomotive and rail.

William B. Wood in *Personal Recollections of the Stage* relates that in the spring of 1800 Mr. Wignell was pressed to establish a theatre in the new metropolis and was offered a building centrally situated. An intended hotel it had a spacious centre and two extensive wings. The size of the main edifice afforded sufficient accommodation for the requirement of the new city and its elder neighbors and its dimensions and loftiness full scope for theatrical adjunct. The manager at Philadelphia, during the outfitting, prepared scenery, an artificial dome and the embellishments to be in readiness for use as soon as arrived.

But Wignell's ill-fortune, constant to him on all occasions, did not fail to check his plan so well contrived and at a large cost. On the way to Washington a furious storm of rain invaded the wagons, and drenched the tasteful labors of the painters so seriously as to make it necessary to repaint nearly the whole, besides occasioning a considerable delay in opening the house. Not a jot disengaged, however, the excellent man persevered in his exertions; and after innumerable difficulties incident to the unprovided state of the place and at great expense, he at length opened the *first theatre in Washington*.

The first presentation was in June. The company for the season was under the management of Wignell and Reinagle; the former having special direction of the drama, the latter, the music. The United States Theatre was the reconstructed part of Blodgett's, Union Pacific or Great Hotel at E and Seventh streets, fronting southward. The first utterance was an emanation of Mr. Law's genius—the prologue. The actor-author reflects his qualities of gentility and modesty on his pages:

The opening play of "Venice Preserved" was well acted by Mefssrs. Wignell, Cooper, and Mrs. Merry, as Jaffier, Prince and Belvidera, and warmly received and applauded by an audience, more numerous, as well as splendid, than can be conceived from a population so slender and so scattered. From the citizens of Washington the principal performers received the most gratifying attention and hospitality. Many of us commenced at this period acquaintances and friendships which have continued with unabated kindness through a long course of succeeding years.

The prologue for the bow of the play in Washington was not all the encouragement by Mr. Law for Mr. Wood gracefully acknowledges he "continued to aid the enterprise, not only with his pen and his influence, but with his purse; he

was ably seconded by several other gentlemen of liberality and taste." The season closed September 13, 1800.\*

#### PROLOGUE.

SPOKEN BY MR. WIGNELL.

Thank heaven! ten tedious anxious years are past,  
And here we've altogether met at last;  
The Grecian States, ambitious to destroy,  
Took the same time to level cloud capt Troy.  
Their Hera, by subverting, sought his praise,  
Our Patriot's nobler glory was to raise.  
Let other nations look to Greece and Rome,  
Columbia's bright examples are at home:  
Whate'er is great or good we find in one—  
All virtues join'd to form a *Washington*.  
Heaven partial seemed, occasion to dispense,  
Pleased to unfold his great preeminence.  
Exulting thought! Why thus appear distrest!  
But oh! you feel the most, who knew him best.  
Mourn not—but thankful that his life was spared  
So long, enjoy the blessings he prepared.  
As planetary systems roll on high,  
These States in ceaseless unity shall roll,  
To night we'll make you weep by mimic play,  
For tears are tribute which delight must pay:  
Expand your tuckers, ye sigh swelling fair;  
Unfurl your fans, your handkerchiefs prepare:  
Catch the soft moments, ye enamour'd beaus,  
Arrest the tear drop trembling as it flows.  
Sweet sensibility the soul endears,  
And beauty sheds a lustre most in tears.  
This grand Hotel, for epicures design'd,

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\* Extract from play bill in the possession of Mr. A. W. Hancock.  
The public are respectfully informed, that for the remainder of the season the Doors of the Theatre  
will be open at half past 5 and the curtain will rise at half past 6 o'clock precisely.

UNITED STATES THEATRE,

CITY OF WASHINGTON,

On Monday Evening, Sept. 1st 1800,

Will be presented a New Comedy, in five acts (never acted here) called

THE SECRET;

OR PARTNERSHIP DISSOLVED

(Written by Edward Morris, Esq. And performed at the Theatre, Drury Lane, with  
unbounded Applause.)

\* \* \* \* \*

To which will be added a favorite Farce, called

THE POSITIVE MAN;

OR SAILORS ON SHORE.

(Written by O'Keefe, and performed at the London Theatres, with unbounded applause.)

\* \* \* \* \*

The Farce to conclude with The Sailors' Rendezvous, in which will be introduced, the favourite  
Song of "Sweet Poll of Plymouth," by Mr. Daley.

A Hornpipe, by Mr. Francis.

Admittance, One Dollar.

Now makes provision only for the mind;  
 For you each night, two courses nice we cater,  
 And for your wants, the "Prompter" calls not "Waiter."  
 A bad exchange you'll say—solids for air;  
 Who's he that whispers? It is City Fair.  
 Sir, you are a poet, and delight forsooth,  
 Rather to deal in fiction than in truth.  
 Those ruddy cheeks evince the air is fine,  
 And those fat sides show on the best you dine.  
 Well faith, we've form'd a tolerable stage;  
 Here's room for comic glee or tragic rage;  
 But there (pointing to pit and box) the city populates so quick,  
 I fear you've stowed yourselves away too thick!  
 Ladies, you smile, as if the crowding pleased,  
 Sure your fine frames tremble to be squeezed.  
 Tho' now our corps rather too thin appears,  
 This central spot must draw forth volunteers;  
 If power's their wish, to monarchies we'll raise them—  
 If fame—"twere ample sure, for you to praise them.  
 If death and glory—here they may be slain,  
 And what is better, "rise to fight again."  
 Their country's service to a generous mind,  
 That first incentive, true, they cannot find.  
 And yet we act no despicable part,  
 Who gladden life and meliorate the heart.  
 The floods of late, which drown'd you many a horse,\*  
 Have caused to us a much severer loss—  
 Our groves, our temples, gone beyond repair, }  
 The gorgeous palaces it did not spare ; }  
 The storm has swept our canvas almost bare. }  
 For this deficiency we'll soon atone—  
 Would you could build as fast with brick and stone.  
 At first behold us with indulgent eye,  
 And soon with zeal we'll every want supply.  
 Thus to this city all things will acquire,  
 That fancy can suggest, or heart desire,  
 The guillotine, the sword, the cannon's roar,  
 Drive arts and science to this peaceful shore ;  
 If various tongues from building could disable,  
 Your houses would of course be stopp'd like Babel :  
 Dutch, Irish, German, French, *All* hither flee,  
 To enjoy the sweets of Liberty.  
 With your permission—heark, I'm called away—  
 That bell cuts short the best I had to say.  
 Accept the will I pray you for the deed, }  
 For this on all occasions we must plead— }  
 By your indulgence only we succeed.

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\*Alluding to casualties by the overflowing of creeks, and to damage sustained by Stage Scenery.

Mr. Law believed that life's burden's should be lightened and business relieved by amusement. He was a patron of the Washington Dancing Assembly until John and Edmund came to manhood and then this light role devolved on them. Mr. Law believed in the educational as well as pleasurable value of the drama. With the same vim he schemed a waterway through the town he advocated, promoted and constructed the first theatre; this he did in the year, 1804. The Washington Theatre was at C and Eleventh streets.

Mr. Wood writes: "The partial success of Mr. Wignell's experiment encouraged some friends of the drama, a few years afterwards to erect a more desirable dramatic temple on the Pennsylvania Avenue." The first presentation was on November 16, 1804.\* The beginning was not auspicious for Mr. Wood adds: "In 1805 the Washington theatre was opened for the purpose of presenting several pieces" by players "of professional eminence. The theatre, however, was at this time so unfinished and comfortless, that the audience, after a few nights, fell off, and a speedy close seemed inevitable." The Stranger, Jansen, in ill-natured vein comments: "The president's house, the offices of state, and a little theatre, where an itinerant company repeated during a part of last year (1805), the lines of Shakespeare, Otway, and Dryden, to empty benches, terminate the view of the Pennsylvania or Grand Avenue." Mr. Fearon, 1818, puts in his Sketches: "The theatre is a miserable building." A conflagration, 1820, left the walls. The site is devoted to the theatre to this time.

\*This and other theatrical dates from public letter of Mr. A. I. Mudd.







## DUNCANSON.

WILLIAM MAYNE DUNCANSON and Thomas Law together crossed the Atlantic. Duncanson ventured the fortunes of the sea. Of his "argosies with portly sail" he, himself, it is said, was sometimes master mariner. A *sea-captain* is a title that fits him well, and so let him be. But when Duncanson, absorbed in fond recollection of days of dress parade, donned his regimentals daubed with gold lace and his cap with glittered band and buckled his belt around and in the holster fitted his pistol and in the hanger fixed his scabbard and sword and then stood erect and absently cried, "Attention!" he looked very much like a *land-captain*; and indeed he was.

In the early days came to these shores those who had dwelt in East India sufficient, if congregated, for a colony. In fact, there existed the East India Company having headquarters at Philadelphia. In the new city for the nation from India beside Duncanson and Law were James Barry, William Duane and James Ray; all foreign-born save Duane.

It is unsaid that Captain Duncanson is not the descendant of that William Duncanson who was the military adherent of the house of Argyll, the ninth earl; and that the William Mayne who visited him here was not the Baron Newhaven. That the Captain had respectable antecedents and he himself education and intelligence his correspondence, easily phrased and boldly penned, proves.

Captain Duncanson shortly after his arrival was joined by his sister, Miss Martha Duncanson, and her friend, Lydia Knott, of Kensington, England.

Captain Duncanson and Mr. Law came to Washington, in company, the first time February, 1795. Most favorably im-

pressed with a glimpse of the city of promise they returned to Philadelphia, Law to confirm his option of purchase, Duncanson to secure a similar. Duncanson's option in the handwriting of Mr. Cranch is photographed. He gave notes to the amount of £20,000, Md. currency; £7,000 payable thirty days, £4,333 $\frac{1}{3}$ , six months and £8,666 $\frac{2}{3}$ , one year, with the understanding he could ratify or reject his purchase, wholly or partially, and receive the notes unpaid and lots in proportion to amount paid. He paid the notes first and second due, amounting to \$30,222.22 and declined payment of the third \$23,111.11. At 5 p. per sq. ft., \$30,222.22 made Duncanson entitled to 544,000 sq. ft. which within an inconsiderable fraction was conveyed to him.

At Greenleaf's urgent solicitation Duncanson, April 23, 1795, made a second optional purchase of 800,000 sq. ft. drawing drafts on parties in London for £12,000 Md. currency. The idea was if the Londoners agreed to invest they would accept the paper. They declined the investment and Duncanson demanded rescission. Captain Duncanson writes Mr. Greenleaf, September 11, 1795, that the gentlemen in England are averse to purchase in the city of Washington and that he relinquishes the option; he reminds Greenleaf of his promise to protect his bills from which he derived no advantage and suggests the precaution of security from risk as he, Greenleaf, is going to Europe. On the day after Duncanson's letter, Morris, Nicholson and Greenleaf executed to him a deed, an intended second mortgage, of property to which Law already had a deed, an intended first mortgage. The notes secured were \$23,111.11 made by Duncanson under the first option, and drafts £12,000 drawn on the second. These notes and drafts were all paid, the latter by Greenleaf.

Duncanson loaned Nicholson \$25,361.90. It was a permanent loan.

Duncanson with William Deakins, junior, and Uriah Forrest made purchase of Morris and Nicholson October 26, 1796, at a consideration of \$50,000.

Mr. Morris to Captain Duncanson was grateful for his accommodation and frequently expressed his gratitude and once, November 24, 1796, thus:

He certainly deserves anything we can do for him in return for his friendly Conduct.

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DUNCANSON AGREEMENT

SHEET ONE

Articles of Agreement entered into this tenth day of  
March in the year 1795 by and between Robert Morris  
John Nicholson of Philadelphia Esquires and James Geddes  
of the City of New York Esq; of the one part and William Mayne  
Burrington now at Philadelphia Gentleman of the other part  
Witness

That the said Morris Nicholson and Greenleaf have sold and  
will convey to the said Duncanson four lots in the City of  
Washington at price per acre Maryland currency per square foot  
to the amount of not less than eight thousand pounds more  
than twenty thousand dollars the sum of

to be chosen by the said Duncanson, by squares and not by  
lots out of the property which is either the selection of  
Mr. Thomas Law, the said Duncanson's choice to be  
~~and after the said dates, and to be made within~~  
~~three months from this date.~~

The said Duncanson is to give his note payable on  
thirty days from this date for four thousand pounds  
Moneyland Currency, and his note for one third of the  
amount of the value of the property he shall select  
payable within six months from this date, and his  
other note for the balance in one year from this date.

The said Morris and himself will convey to the said  
Duncanson



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**DUNCANSON AGREEMENT**

**SHEET TWO**



as soon as he shall have made his selection, the property  
belonging to the claimant of the money paid, or will mortgage it  
to him. Then, if money in the land be of equal value as security  
for their carriage to him of such part of the property the title  
of which may not at present be settled in them, as soon as  
they, the trustees can obtain the title thereto:

The said carriage to be upon condition that the said  
Duncanson shall within four years from this date build  
or cause to be built upon every third lot of the property  
conveyed, one brick dwelling house like those which the  
said Morris and Greenleaf are by their contract with

A lot is supposed to contain one thousand two hundred  
and forty four square feet. -  
In witness whereof the parties to these presents have hereunto  
interchangeably set their hands and seals the day and year  
first above written in

Sealed and delivered  
in the presence of -  
W. Francis.  
Robert M<sup>r</sup>s

W. Francis

James Ginnings  
McLure

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Mr. Greenleaf in other years in a *Caution* discusses Duncanson's transactions with the triumvirate. The *Caution* is not altogether truthful nor altogether grateful. Greenleaf's ingratitude had an excuse in that Duncanson was cajoled by Ward to attempt sale for the drafts uncancelled yet actually paid. From this arose an injunction Pratt vs. Duncanson and Ward—the *first equity cause*.

Captain Duncanson leased through Mr. Cranch the mansion No. 470 N street while his residence was being built, 1795-'6. It was provided with coach house and stable. The footwalks, front and rear, were paved with brick. Here the Captain sported the style his wealth warranted.

Distantly eastward from the Capitol and northward from the Anacostia in the wilds Captain Duncanson had cleared the shrub and a space and had run from the cornerstones the lines preparatory for his mansion.\* William Lovering was the architect and furnished the material. With the summer of 1796 began the Captain's occupation. Although charmingly sequestered in profuse wood, from the portico he could catch the sheen of the wide waters beyond the slope. The Captain's domain was an ample city square and imitated a prosperous English estate; it yet remains in entirety with the mansion well preserved, now as then, a scene of beauty. These honey-locusts of broken boughs and hollowed boles lend

The grace of forest-woods decayed;

and "yclad with summer's pride" hath been a hundred times and more; and, are the contemporaries of the ancient mansion. The locust trees, maybe, when saplings were planted by the Captain and gratefully grew to lofty stature to spread over him an arcade of shade with their arms branching in graceful sprays of pinnate leaves. The mansion is correct colonial and suggests Grecian culture by its triangular pediment adorned with window, central and circular. It marks the taste of the Captain as does his affluence the quarters for his equipage.

Still it is a sylvan scene; still the manor-house, has its pristine strength though marked with the credentials of a

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\* In the year 1800 you might have walked over the commons or old fields from Rock creek to the Eastern Branch of the Potomac, and noticed at the corners of each square a quarry-stone planted, bearing on it the name or number of the street and the number of the square, which had been carefully chiseled there. If all these stones had been collected together, there would have been enough to build a house as large as the President's Mansion.—*Early Recollections of Washington City.*—*Christian Hines.*

century. It is a joy to the antiquaries of historic proclivity. Now "the Maples," it is the home of Mrs. Emily Edson Briggs, of literary fame, *Olivia*.

The square is designated 875 and is bounded by South Carolina avenue, D, Sixth and Seventh streets, southeast. The eastern wing was added by a former owner, Senator John M. Clayton of Delaware; the western wing is also an addition.

Mr. Ray hailed from Newark-on-the-Trent. He arrived from England at New York, April, 1795. He intended, so he says, merely to stop over on his return to India. And, too, he says his fortune was from £30,000 to £40,000 sterling; and that Captain Duncanson induced him to remain and invest. Mr. Ray resided most of the time at Lamberton, New Jersey.

Captain Duncanson and Mr. Ray formed a firm, April 16, 1796, for a general line of mercantile agency and commission business with the principal place at Philadelphia and a branch at Washington and correspondents in New York and Baltimore. The circular, dated May 1, 1796, reads :

From our long residence and connections formed at Bengal and at Bombay we presume to hope for the encouragement and patronage of our friends in that quarter, at the same time we look forward with much satisfaction to a more extensive intercourse and a free trade to the East Indies now open and allowed by treaty with Great Britain.

The Washington branch was in Georgetown. The ventures were "not in one bottom trusted" and besides the *Mount Vernon* was the *Atlantic*. The firm's ledgers designate all attempts to gain fortune's favor as "adventures."

*The Washington Gazette.*

That the partnership lately subsisting between William Mayne Duncanson and James Ray, at this city and the city of Washington, merchants, under the firm of Duncanson and Ray, was this day dissolved by mutual consent.—The business will be carried on in the future by W. M. Duncanson, at the said city of Washington.

W. M. DUNCANSON.  
JAMES RAY.

PHILADELPHIA, 13th June 1797.

Captain Duncanson coöperated with Mr. Law in furthering the Washington Canal and also guaranteed the lottery prizes. From May 31 to August 18, 1796, he accounted for 432 tickets at ten dollars each.



RESIDENCE OF WILLIAM MAYNE DUNCANSON  
470 N STREET SOUTHWEST



Captain Duncanson is in the first chapter of the sugar house history. At Piercy's father's place in England, Duncanson, 1782, met him. Piercy in New York with a capitalist undertook the manufacture of sugar; misfortune to the latter caused a collapse of the enterprise. Piercy, although already acquainted, secured from England commendatory letters to Duncanson who assisted him financially, lodged him and Mrs. Piercy in his home and planned for a sugar refinery on the site where it was eventually located to be promoted by Duncanson and Ringgold, (Tench Ringgold, to whom the Captain was protégé,) and operated by Piercy.

I surmised that Duncanson and Law quarreled. An assurance is the account of Morris, upon which I cannot improve:

PHILA Decr 4, 1796

W<sup>m</sup> M DUNCANSON Esqr

DEAR SIR

I cannot but feel very great Concern at seeing by the Contents of your letter of the 28 ult that Mr Law and you are come to a serious Dispute about the Bargain verbally made between you respecting his Property in the City of Washington—I remember well that you told me the next day that as Mr Westcott Mr Law & yourself were going home from the little Hotel\* where we had dined together, Mr Law broke out into some degrading Expressions respecting the City and those Persons he had to deal with about his Property in it—You mentioned some observations of Mr Westcott, made to Mr Law, after which you said that you charged Mr Law with having formed a Design of going to England, and concluded with making him an offer of £75,000 for the Property which cost him £50000, & the price of his improvements at a fair Valuation payable in ten years with ten pcent Interest payable annually and to give the whole of his and as much of your own Property as should be deemed reasonable in security for the payment of Principal and Int<sup>t</sup>, that you told him the Int would amount to more than he would expend in England or anywhere else, that Mr Law asked what was to be done in case the Interest should not be punctually paid, You answered that he might appoint a Friend to receive it with Powers to sell as much of the Property as might be needful in case of delinquency & that Mr Law said it was a Bargain &c—I do not recollect perfectly some other particulars which you mentioned respecting the Houses to be built, but I know that a Gent<sup>n</sup> asked you afterwards to admit him to a Concern of the Bargain was seriously made, and I also remember that a day or two afterwards when Mr Law and yourself came in the forenoon into Room at the Union Tavern at George

\*James Hoban and Pierce Purcell purchased at the Commissioners' public sale, October 8, 1792, lot 4 in square 224 fronting on the north side of F between Fourteenth and Fifteenth streets. The Little Hotel was sometimes called Scott's Tavern. Back from the street and hidden are antique remains of the Little Hotel.—A. C. C.

*The Washington Gazette.*

LITTLE HOTEL,

A person of Ability and established character in the Tavern keeping line, may Rent the Little Hotel, on terms that will be encouraging.—Apply to Mr. PIERCE PURCELL, or JAMES HOBAN.  
WASHINGTON, Sept. 21, 1797.

Town, you took me out, leaving Genl Forrest and Mr Law in the room & upon our Return Mr Law said to you "Duncanson it is not right that you and I should be making Bargains and buying & selling each other Property, we have been long friendly, crossed the sea together and we must drop this Bargain"—I do not recollect precisely your reply, but I think it did not consent to drop the Bargain altho' I confess I expected from that Overture that you would in the end give it up—The Conversations here recited I have mentioned several times since which served to fix them on my memory, and I only related them to shew yours & Mr Laws opinions as to the value of Washington Lots—upon the whole if Mr Law wishes to go for England to remain there, I should wish you to be the Purchaser of his Property, but if he desires to stay and fulfill his Contract I must say that I am desirous that he should do so, this however is for you and him, & not for me to determine—

I read to Mrs. Morris and Maria that part of your letter which relates to them—Maria says she fears the weather may be too warm for racing through the Pennsylvania avenue when she comes there, but she will be glad to take a View of the avenue and then to run or walk through it according to Circumstances—They both join me in Compts & good Wishes to Miss Duncanson and yourself—I am truly

Your faithful friend & St.

ROBT MORRIS.

Mr. Morris meets Mr. Ray in Philadelphia a day or two after his letter to Captain Duncanson and finds "that the dispute between Law and Duncanson runs high" and his pacific nature prompts him to assume the position of peacemaker.

PHILA Decr 11 1796

THOMAS LAW Esqr

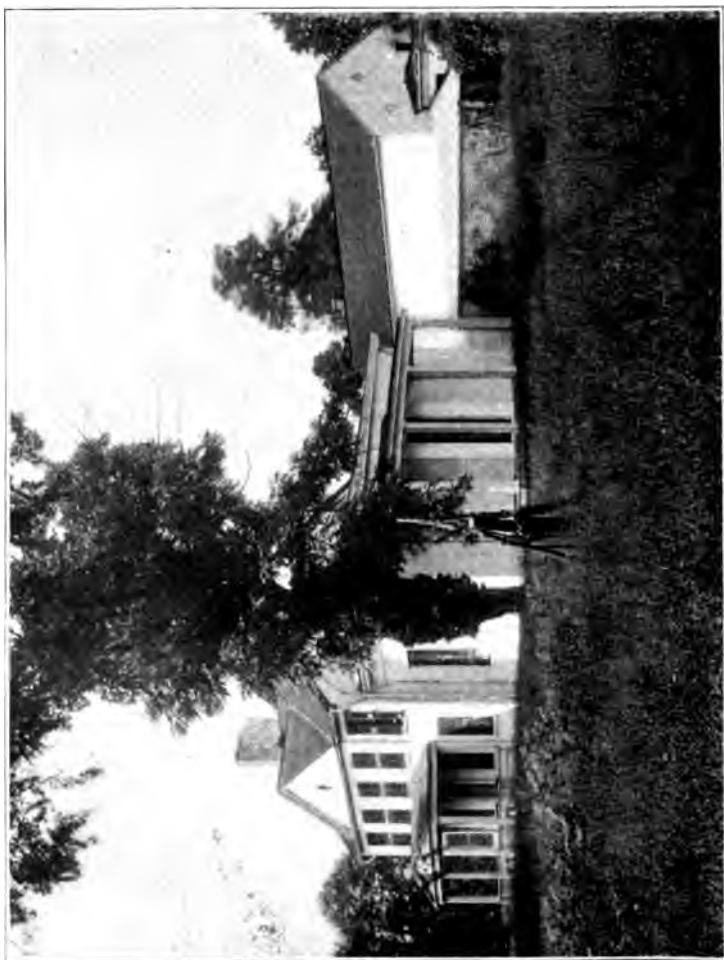
DEAR SIR

I am extremely sorry to hear of any Differences between Mr Duncanson & you—Old Friends if they do happen to quarrel must make up again and I hope that has or will soon take place between you before this time—Mrs. Morris and Maria present Compts to Mrs. Law and yourself in which I join with the Promise of visiting the City next Summer—I always think of it and my Friends in and near it with Pleasure.

I am Dear Sir Yrs

ROBT MORRIS.

*Campbell vs. Duncanson and Ray.* This is a cause in the High Court of Chancery, Maryland. It began September 28, 1797, and ran into 1809. Its record requires 420 pages. Campbell was represented by Philip Barton Key, John M. Gant and J. T. Mason; Ray by William Cranch, subsequently, by Luther Martin; Duncanson *in propria persona*. Duncanson prepared his answer, exhibits, interrogatories and attended the sessions; at the finish, John Law is entered as attorney. Perplexing intrigue everywhere appears. Duncanson and Ray



RESIDENCE OF WILLIAM WAYNE DUNCANSON  
SOUTH CAROLINA AVENUE BETWEEN SIXTH AND SEVENTH STREETS SOUTHEAST



18  
19  
20

believing in special advantages arising from an American bottom purchased from Willing and Francis, Philadelphia merchants, agents of the owner, Thomas Murgatroyd, the *Delaware*, then at the wharf, for \$40,000. Duncanson made the negotiation and gave the firm notes which he signed for the entire consideration. William Skirrow was to have a half interest in the ship. The negotiation was made upon the formation of the firm, April, 1796, but held up a month or so to permit the expiration of Duncanson's citizenship proceeding. Duncanson re-named the *Delaware* the *Mount Vernon*. In May, the *Mount Vernon* was loaded with rum by the firms, Duncanson and Ray, Willing and Francis, for London; ship and cargo were insured. About June 1, the ship set sail and when a short time out was by the French captured and condemned. The firm, Willing and Francis, from its anxiety to secure a statement from Duncanson of its agency was evidently committed to Murgatroyd. The insurers claimed the insured was an alien. This plot evolved so many points as to suggest a star of endless points. Every one to the transaction endeavored to evade responsibility and resorted to every expedient without scruple. Of all the proficients in prevarication, Ray was the most accomplished. From Campbell and Duncanson and the Chancellor's conclusion it appears as now narrated. The artful and cunning Ray devised pretexts to prevent the enforcement from him of the payment of the firm's notes for the luckless *Mount Vernon*; he represented to Duncanson the only means for the firm to effect an escape was to deny that he, Ray, had any share in it then he would be a disinterested witness and could testify so as to defeat any action; and he drafted a letter for Duncanson to sign which at first he declined to do, yet upon the approval of a lawyer of high repute did so after alterations. Ray with this advantage meditated a scheme to secure all of Duncanson's realty. He represented to Duncanson that all he had in the world would be attached for the partnership debt unless he conveyed his property in trust and suggested a deed in fee to his sister, Miss Duncanson; accordingly unapprised of Ray's artifice he made the deed to shield from impending ruin without acknowledging or recording it. The very next day came the sequent step in the scheme. Ray next represented to Duncanson that his sister was unaccustomed to business and ought not to be subjected to alarm and

disquietude and recommended another deed be made and to him to be retained by Duncanson. The second deed was signed and Ray managed to have at hand the authorized officer to take acknowledgments. Duncanson put the deed in the closet with his other papers. Ray lodged with Duncanson and at an opportune moment surreptitiously abstracted the deed and then recorded it. When Duncanson was in Philadelphia, Ray spread the report his partner had forged the firm's paper, had compromised by a conveyance to him, and had absconded. Duncanson, March 13 or 14, 1797, discovered the theft and threatened Ray with exposure and thereupon, March 15, the latter made a written declaration of right to re-conveyance upon adjustment of the firm's finances. Ray was the debtor of the firm.

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Sufficient is recorded to warrant the writing. Miss Martha Duncanson was a woman of bright mind and engaging manner. She died August, 1799.

Captain Duncanson built an humble home in the centre of square 300 on the Potomac bank near Thirteenth street in 1800 and there lived out his remaining days.

The first local election was attended with extraordinary excitement. Appeals for favorite candidates were made in the public prints. Preliminary caucuses in different sections were held to select "fit characters." The citizens of the west end choose among its number of candidates, Captain Duncanson. The election was on June 9, 1802. Political and sectional differences, splitting and scratching, produced a mixed result. The Captain received a respectable vote of the suffragists and continued to have Capt. instead of Hon. on his letters.\*

Like the others the Captain's fortune became impaired, and, March, 1802, he inserted a modest notice in the *Intelligencer* of "lots for sale or on ground rent between the President's house and the Navy Yard, the price moderate and payments easy," but none came to buy or rent.

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\*The twelve elected are the first column. Republicans in *italics*; federalis plain.

<i>Daniel Carroll</i>	214	<i>George Hadfield</i>	97
<i>George Blagden</i>	202	Joseph Hodgson	96
James Barry	164	<i>Thomas Tingey</i>	96
William Brent	157	Henry Ingle	95
<i>Benjamin More</i>	129	<i>C. Cunningham</i>	89
James Hoban	124	Griffith Coombe	87
<i>Nicholas King</i>	124	<i>Thomas Herby</i>	86
A. B. Woodward	123	Wm. M. Duncanson	79
<i>S. H. Smith</i>	121	<i>George Andrews</i>	78
William Prout	120	Peter Lenox	60
Thomas Peter	115	John Kearney	58
John Hewitt	98		

Captain Duncanson when he came to America had a fortune. He invested with the syndicate, as appears, over seventy thousand dollars. The real estate speculation was a complete failure. His mercantile ventures were unsuccessful. Misfortune closely followed misfortune. To business reverse came broken health. He neither mismanaged nor overspent; he was the victim of ill fate.

There is pathos in the Duncanson deeds in the old time liberis. They tell a true story of embarrassment and then of pinching poverty, more and more poignant. First is mortgage of real estate, then mortgage of equity. After, a chattel trust with inventory of everything—mahogany and silverware; family and other pictures, twenty-six; a pair of pistols and three swords. Then, a bill of sale and thereto the same inventory repeated item by item and added, before overlooked,

#### *A Coach.*

The old coach out in the yard, disused and decayed, the suggestion of style and splendor of better days.

The Captain was survived by a son and two daughters, all minors. He was sickly several years. He died the early part of 1812. No mention of his death in print was made. Little is written, as even his kindred know of him nothing else than he lived and they bear his name.

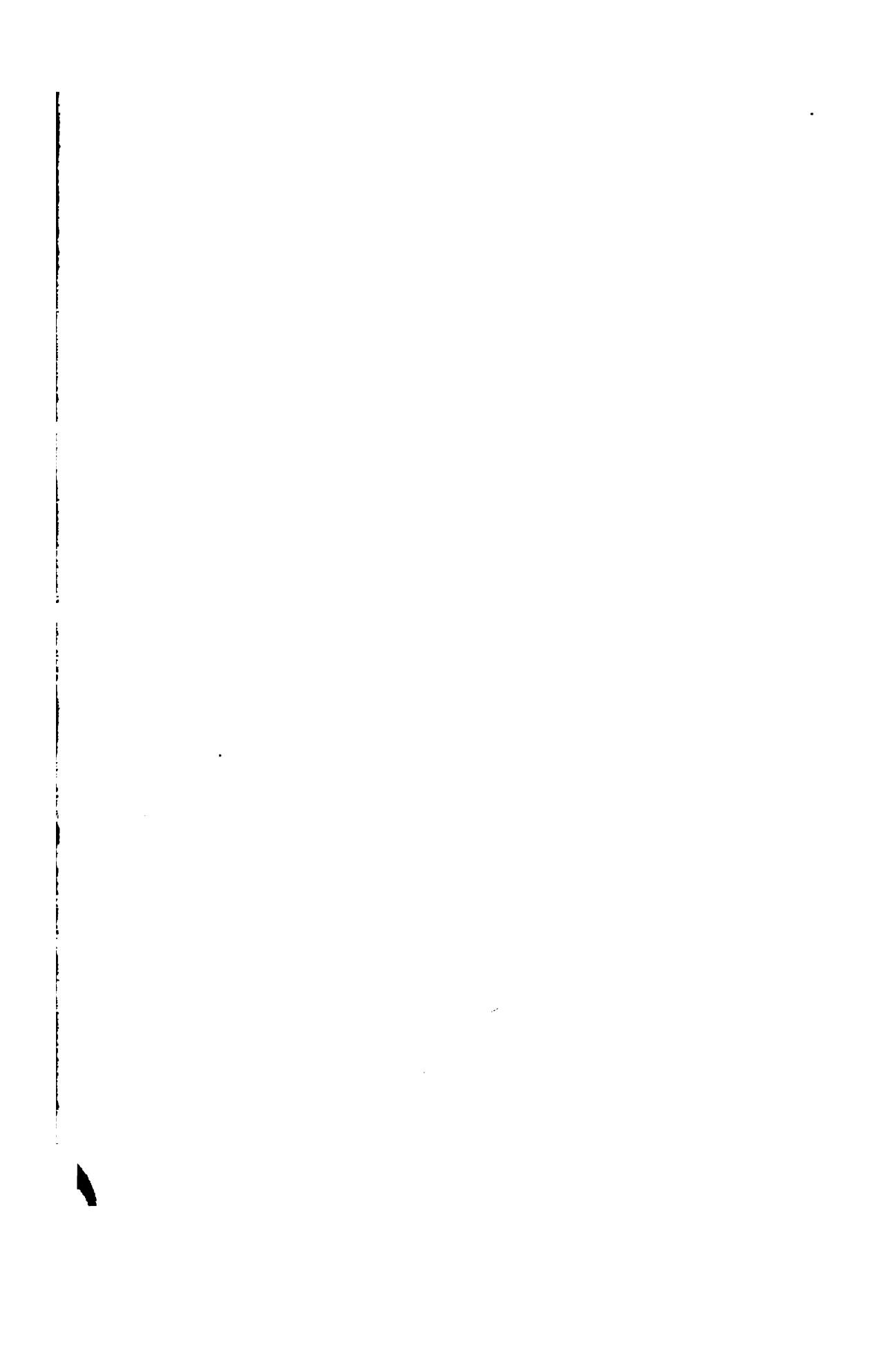
In *that* voyage of life the last scenes were wreck and rescue and welcome to the port

Whose peaceful streets with gold are pav'd.\*

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\*I quote from Mr. Watterston's manuscript as apropos and not as authoritative; he is not always accurate. A. C. C.

In connection with Mr. Law I am reminded of another Englishman Capo Duncanson who also arrived from India at the same time and whose fate was a melancholy one. He had held the rank of Captain in the British army, and both he and Mr. L—— were said to have come to this country to avoid being witnesses in the memorable trial of Warren Hastings. This gentleman branched out largely upon his arrival in the infant Metropolis, then almost a wilderness—drove a carriage and four horses and built a fine brick house in the woods between the Capitol Hill and Navy Yard, and lived with a lady who was said to be his sister, in considerable splendor. He had brought with him, it was believed a handsome fortune, but it seemed to dwindle away rapidly, and, after various unsuccessful attempts to regain what he had wasted in extravagant living, he sank into a state of absolute penury, and was finally borne to an obscure grave by a single attendant—the cartman who conveyed his body to its resting place—"Unwept, unhonored and unsung."—George Watterston's manuscript.





## SEPARATION.

MARITAL felicity was short-timed. In a legal instrument, July 27, 1802, Mr. Law says he "intends in short time to depart from the United States and to reside for a certain time in Europe." He departs; he tarries beyond the appointed period. His zeal for the city detains him. He writes "I am staying to raise 80,000 dollars for the Canal" and the prospects brightens of monied men making "investiture of their money." Finally laden with surprises and in high exaltation and expectation of happy reunion he returns. Keen disappointment is his; he comes to an atmosphere of chill. Mr. Law is in Washington, April, 1804. The denouement is in August. A document dated August 9, 1804, is signed and sealed by husband and wife; it begins:

Whereas, by an arrangement this day made by and between Thomas Law and Eliza Park Law his wife, they have mutually agreed to live in future separate and apart from each other;

and, another provides :

That the said Thomas Law shall have the custody and safe keeping exclusively of his said daughter Eliza Law and that he shall be at the sole and exclusive expense of the maintenance, education and support of his daughter.

The cause of disagreement is not disclosed. Mr. Law surmised silence would stifle scandal. Surely, honorable in this particular he made ample provision for the maintenance of his wife by an annuity of fifteen hundred dollars. Time did not cure the bitterness ; rather than heal the estrangement it aggravated. With no stranger could she have been more formal. She invariably called herself Mrs. Custis, and so did he name her, except once—in the publication *A Reply to Certain Insinuations*. But once after is it known they ever faced and that unexpectedly at their daughter's home in Baltimore, 1817.

Already two violations of veracity are charged to the *Stranger in America*. That gossip whispered reproachfully

of Mrs. Law is without doubt. Yet, that the impropriety craftily conveyed by the *Stranger* is not a libel, most mendacious, is not without doubt.

About two years ago Mr. Law visited his native country, and left his wife at Washington. On his return he found that the lady had given cause to disturb his future peace of mind. Rumour, with "her hundred tongues," had represented to him that his frail partner had become particularly attached to the military, at the marine barracks in Washington; nay, that she had been seen dressed *à la militaire* in company with the officers. Be this as it may a separation certainly afterwards took place. The lady was allowed a handsome provision while Mr. Law at the time this was written (1806), boarded, as a single man, in one of the edifices built by himself in the New Jersey Avenue, which is a boarding house for the members of Congress, and kept by one Mitchel, a Frenchman.

Another English traveler, Faux, *Memorable Days in America*, wanders from the ways of truth; the falsity of his comment is apparent :

He married the niece of General Washington, the most beautiful lady in Virginia; and, at her uncle's request, Mr. Law settled on her, in case they parted, 15,000 a year. The event which seemed thus to be anticipated, soon after occurred; for Mr. Law visiting England soon after his marriage and leaving his wife in America, she, during his absence, eloped with a young dashing officer in the Army. Mr. Law returned only to part with one of the most accomplished ladies in the land. She lives in high style, and her house is the resort of the most fashionable parties.

The criticism of Faux's publication in the *Quarterly Review* repeats the defamation. Mr. Law indignantly denies and adds :

That, although a separation did unhappily ensue, originating in a disagreement in disposition, yet I have always paid tribute correctly due to Mrs. Law's purity of conduct, which I never did impeach.

Mr. Law would be the aggrieved party if the coquettish caprice were true and his denial has due double credence. Mr. Law's letters are numerous which touch upon the separation and therein is no intimation of impropriety.

Is not thy mind a gentle mind?  
Is not thy heart a heart resin'd?  
Hast thou not every blameless grace,  
That man should love, or Heaven can trace?

To Mrs. —

On Some Calumnies Against Her Character.

—Thomas Moore

From the city of Washington, 1804.

Sometime before 1810 Mr. Law resided at the little village of Westminster, Vermont. He had advanced an English friend funds for investment in lands and he may have had business affairs in other ways in this vicinity. At any rate he lived in the State of "nine months winter and three months fall," sufficiently long to establish legal residence. It comes down that the villagers were attracted by Mr. Law's oddities and amused by his habit of retaining bread from the table and in his walks handling it in seeming unison with the working of his mind.

General Stephen R. Bradley, then a United States Senator from Vermont and his son, Mr. William C. Bradley, subsequently a Representative, were residents of Westminster and friends of Mr. Law. Gen. Bradley, the first Senator from the State and temporary presiding officer of the Senate became friendly acquainted with Mr. Law at Washington.

*Law vs. Law—Bill for Divorce—Filed 1810.* The Senator upon return to Washington, December, 1810, took testimony for plaintiff and the other Bradley at Westminster presented it to the court.

Gen. Bradley to his son writes\*:

It is the universal wish by all persons here that the business may be accomplished as soon as possible. The depositions are of the most respectable characters in this part of the country.

Mr. Law is here the same he was at Westminster his mind is like a whirlwind and totally incapable of doing any such business.

The depositions are full to the point of separation and total neglect of duty.

Give me leave to request you, should you succeed, to have the bill well drawn Elegantly wrote on parchment.

I wrote you in case you succeeded in the case of Mr. Law—a Bill elegantly made out in due form, if you would without too much trouble send me duplicates one for Mrs. Law as well as for Mr. Law it would be very gratifying to her as she wishes to have with her the evidence of *the total separation*.

The cause is carried with expedition and January 11, 1811,

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\* I am indebted to Mrs. Sarah Bradley Willard, wife of Hon. Henry A. Willard, for the extracts from the letters from General Bradley to his son, and for other Law letters. Of the Hon. William C. Bradley, Mrs. Willard is granddaughter and adopted daughter. Gen. Bradley was promoter of Vermont's statehood, prominent in the nation and potential in the party. As president of the republican congressional convention he issued the call for a meeting, January 23, 1808, of the party Senators and Representatives to nominate suitable characters for President and Vice President for the next election.—A. C. C.

Bradley, the junior, to Bradley, the senior, announces the plaintiff's success. The 20th the Senator replies :

I had the pleasure to receive yours of the 11th on Friday last and immediately communicated the contents to Mr. Law, who appeared to rejoice with joy unspeakable, we lodge together in the same house and during the evening he came in repeatedly to pronounce his benediction on you, he says he shall write you immediately and give you a full detail of blessings which arises from his impulses.\*

Up there now in Vermont in reunions of the best families the table is for the occasion adorned with precious bits of China, daintily decorated, which have been ever so long carefully guarded. All around the board know and it is not therefore said the precious chinaware is "Law china." Upon the announcement of the divorce decision, to Mrs. Bradley, the junior's wife, Mr. Law straightway gave the china he had bought in England, while there, as a surprise to Mrs. Law. Mrs. Bradley's gift was a thousand pieces in the boxes as they came across the ocean never opened.

DEAR SIR:—

I have mislaid & have searched in vain, for the deed of Divorce which I obtained in Vermont. You will much oblige me by sending a document or legal voucher of it—pray be kind enough to attend to this. I have lately read an account of fine fishing at Nayhart which brought to mind pleasing recollections of our trip there—your little boy on horseback, our conv<sup>n</sup> & all the circumstances of our journey are fresh in my memory.

I hope you enjoy your health & that your family & your sons share the same.

Yrs with sincere  
Esteem & regard

THOS LAW.

Aug<sup>t</sup> 10, 1820  
To

GENL BRADLEY  
Windsor  
Vermont

The annuity was a financial millstone around Law's neck ; he paid promptly for sixteen years and then in installments

\*Perhaps the political part of the letter, the rugged humor of the eccentric, may interest :

The Charter of the bank of the United States will not be renewed there seems to be a wonderful combination of Interests to defeat it, the hot-headed republicans oppose it because they say it is federal, and the federalists are willing it should run out, tho' not at the expense of their votes, because they think it will so distress the country, that it will overturn the republican administration—whatever may be its effects the experiment will be tried—God suffered so many fools to be sent here and dementalized so many of the rest, that it is impossible to say how long he will suffer or permit an administration and government to remain in their hands, whether his indignation will be ultimately manifested against the nation at large or against the Fools remains a secret in the councils of heaven—I feel for the former, as to the latter I am willing he should dispose of them in his own way, he made them and he may d—n them if he pleases for all me —

long apart derived by pledge of property and embarrassing expedient.

To SON-IN-LAW ROGERS, DECEMBER, 1821.

MY DEAR SIR.

I rejoice to close this year with a reply to your wellcome kind affe Letter— You cannot conceive how much I have suffered by inability to remit to Mrs Custis — & particularly by being informed that malignity had doubled the amount due & thus injured me—That this 1500<sup>D</sup>s p annum has been a great drawback on me you can easily conceive, & you will applaud me for exertions during 20 years & wonder at my punctuality—I knew that Mrs Custis would not pres for all of it from you, although she had sent a harsh message through Elinor to me—my Conduct little merited this. I am not very well, & will write you more cheerfully hereafter.

I am sorry to learn that your father has been so ill—give my affe regards to your good sister—

I have sent the Bills to Barry & now enclose an order on him for half the proceeds to You & half for Eliza, to pay Mrs Custis, I will hereafter shew my sense of your liberality.

I never in my life cared about money matters for my self, all I wished was to make it serve others. I have scarcely read over your Letter the first cursory perusal of its beginning and end relieved me from uneasiness.

You will give me credit for some philosophy who has without murmuring on 300 or 500 D<sup>L</sup> who spent formerly 30,000—

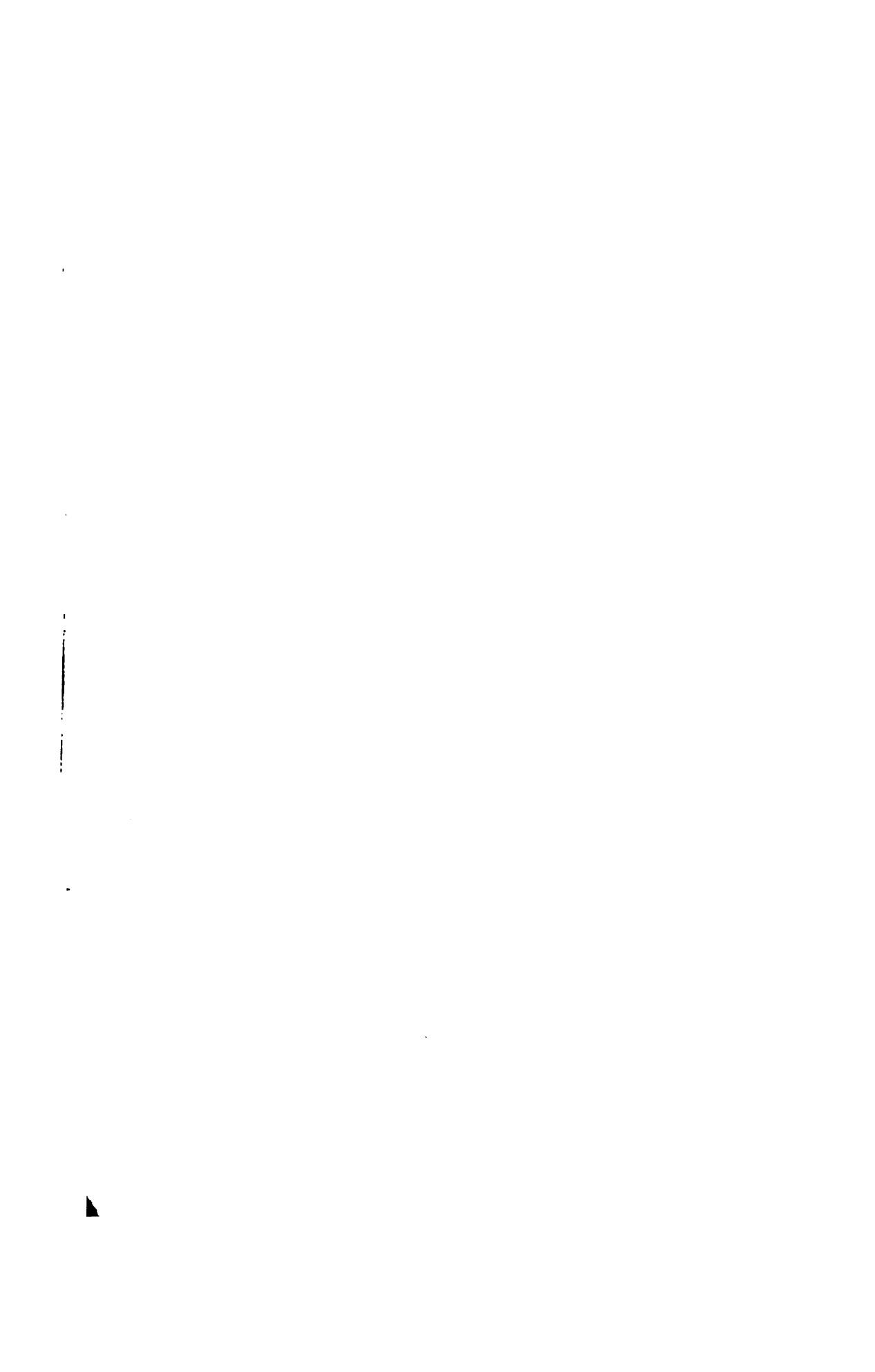
May the next year render all under your roof happy & prosperous is the sincere  
of yrs affy  
prayer

T LAW

Thomas Law's introductory verse in *A Family Picture* :

Seek not in public places for a wife;  
Be not deluded by the charms of sight;  
Retirement only gives the friend for life,  
Who shares your grief, and doubles your delight.







## PERMANENCE.

**F**ROM the burning of the Capitol, August 24, 1814, and the War and Navy Departments the following day, and other havoc to public and private property by the British under direction of General Ross and Admiral Cockburn a serious question arose, whether the buildings should be reconstructed at all. The city's growth had been slow; at that date there were only fifteen hundred houses and next to nothing had been accomplished in the improvement of the thoroughfares. Congress was convened. A strong party inveighed against Washington; arguments of the original opponents were reinforced by the city's poor progress. In the balance, swaying up and down, was removal against permanency. These were days of anxious suspense to the citizens. Thomas Law, by the use of his diplomacy and his influential acquaintanceship, by his pen and by his purse, by his ceaseless energy wrought the retention of the National Capital at the city of Washington.

### LETTER TO PRESIDENT MADISON.

SIR:

When I heard of the conflagration of the Capitol and so forth, I indulged the belief that a temporary misfortune would be converted to a benefit and that I should have the satisfaction of witnessing prosperity here dated from your administration of government.

The enclosed proposition I submit to your perusal with all deference, in it I have considered the claims of the heads of departments, whose salaries are now so inadequate to the expenses of their dignified station and I have adverted also to the convenience and interest of all concerned.

Lord Kaines sagaciously remarks that "rough uncultivated ground dismal to the eye inspires peevishness and discontent" and I have long attributed much of the discord in Congress to causes arising in this city from distance of residence, want of social amusements and confinement together, where dissatisfaction is engendered and dissensions produced.

I have also long apprehended that parsimony and neglect exhibited in this city would tend to deceive foreign governments into contempt of the national

spirit productive of insults and injuries till insupportable and that foreign ministers also under impression received here must convey unfavorable estimations from what daily could not escape their notice.

These sentiments I communicated to many frequently and as they have been verified I hope to be pardoned the liberty of repeating them, with the sincere desire to see every edifice arise with superior convenience and splendor.

What remains of empires fallen but a few monuments of former grandeur. What is the glory of Great Britain but her universities, hospitals and public endowments.

It may be urged that General Washington recommended a university and military school in vain; the opprobrium of neglect remains with Congress, and regrets now arise for inattention to his advice and a disposition prevails to re-erect the public buildings and to establish institutions which will be a lasting honor to this government.

Every individual citizen who shall behold them will feel his bosom swell with exultation and exclaim "this is ours" and thus identify himself with his nation.

Any recommendation you make, Sir, at this crisis would be adopted, as a general inclination prevails not only to do away causes of complaint but to promote the permanent seat of government.

May you, Sir, when you retire to enjoy in private the contemplation of your numerous services, have the satisfaction of seeing the Constitution you so much promoted preserved from external assault and internal undermining and every prosperity in this Metropolis bearing the name of the revered Hero, Statesman and Patriot—Washington.

I remain  
With unfeigned  
Esteem, regard and respect  
Yr. mt. ob. servant,

THOS. LAW.

Nov. 26th, 1814.

Mr. Ingersoll was a Member; time could not efface from his memory Mr. Law's effective efforts. In April, 1848, was written this paragraph of the *History of the Second War between the United States of America and Great Britain* by Charles J. Ingersoll:

Congress assembled in September, 1814, in discomfort. All the public buildings of Washington were destroyed, except the patent-office, in which we met.\* And one of the first resolutions proposed was by Jonathan Fisk, for removal of the seat of government to some more convenient and less dishonored place. As Philadelphia was that generally preferred as the substitute, I voted for it; though now, if not then, convinced that to abandon Washington would be detrimental to the national interest, at any time, and at that crisis especially. At first Mr. Fisk, and Mr. Grosvenor, who was his chief supporter in the movement, obtained considerable majorities in the House. But dwindling at every successive vote till finally, by eighty-three to seventy-four, the project was defeated. Executive influence was strong against it, and local feeling intense. Mr. Thomas Law, a

\* Blodgett's Hotel.

brother of the English chief justice, Lord Ellenborough, and who married a grand-daughter of Washington's wife, and by his advice, as Law said, invested a hundred thousand guineas, which he brought from India, where he governed a province, to this country, in city of the federal metropolis, a man of eccentric behaviour, considerable attainments, and addicted to newspaper publications, was particularly alarmed and protested against what he reprobated as a breach of public faith, that would ruin him and many other innocent, meritorious property-holders of vested rights. The National Intelligencer, lampooned as the Court Gazette by the Federal Republican newspaper, intimated that the President's veto was ready for any bill that Congress might pass for removing the seat of government from where Washington had fixed and named it by an act of Congress, in which Madison took an active part, by compromise and compact; to deracinate which, would violate national faith, like repudiation of public debt.

In the Washington Centennial Exhibition at the Library of Congress, December, 1900, was a copy of the petition of the committee, Daniel Carroll of Duddington, Thomas Law and Frederick May, appointed at a general meeting of the citizens held on Capitol Hill, to John P. Van Ness, Richard Bland Lee and Tench Ringgold, the Commissioners appointed to superintend the re-erection of public buildings destroyed by the British, 1814, together with the original letter of Mr. Law to President Madison transmitting it; also, autograph draft of the President's answer. The purport of the petition is the erection of an edifice on Capitol Hill wherein Congress could assemble while the Capitol was rebuilding.

Paul Jennings, the colored body servant of James Madison, says :\*

(The next summer, 1814,) Mr. John Law, a large property-holder about the Capitol, fearing it would not be rebuilt, got up a subscription and built a large brick building (now called the Old Capitol, where the Secesh prisoners are now confined), and offered it to Congress for their use till the Capitol should be rebuilt. This coaxed them back, though strong efforts were made to move the seat of government North; but the Southern members kept it there.

Thomas Law, Daniel Carroll of Duddington, and other public-spirited citizens, with utmost expedition, subscribed the funds and erected a suitable building, which they offered to Congress. And with like promptness did Congress act. It took possession of the new capitol immediately upon completion, December 13, 1815, and, upon the terms proposed, authorized the President to lease for one year, and "thence until the Capitol is in a state of readiness for the reception of Con-

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\* *The National Capitol, Its Architecture, Art and History.—George C. Hasleton, Jr.*

gress. It was not until December 7, 1819, that Monroe could say to Congress "I offer you my sincere congratulation upon the recommencement of your duties in the Capitol."

Mrs. Seaton, November, 1814, writes :

Mr. Law yesterday bought me some lines applicable and striking to us who are spectators of the ruins of the Capitol, and listeners to the constant disputation concerning a removal of the seat of government, or a rebuilding of the public offices.

#### A DREAM.

The scene of conflagration which by day  
 Excited feelings painful to convey,  
 Appeared in sleep; and faintly I disclose  
 The pleasing vision which in dreams arose.  
 High on the Capitol's smeared, smoky wall,  
 Midst fractured pillars of the Congress Hall  
 Columbia sat: full frequent heaved the sigh,  
 And grief's dull languor floated in her eye.  
 With wild emotion every feature wrought,  
 Her air was sorrow, and her look was thought.  
 Lo! smiling Liberty, with heavenly grace,  
 And form angelic, gives a warm embrace;  
 "Mourn not," she said, "the vandal's savage flame,—  
 A lasting tarnish to the invader's fame;  
 To just revenge thy children it inspires,  
 And makes them emulate their sainted sires!  
 Extend your view o'er lakes, o'er seas, o'er lands,  
 Triumphant everywhere behold your bands;  
 Whole fleets are taken and whole armies yield;  
 Before your sons e'en veterans fly the field.  
 Even in sight of Albion's cliffs your fleet  
 Seeks the proud ruler or the waves to meet.  
 My spirit gives an energy divine,  
 And makes your sons all former deeds outshine."  
 Now an effulgent burst of western light,  
 And gilded clouds, wide spreading struck my sight.  
 Justice descends! but as she nearer drew  
 A blaze of glory hid her from my view.  
 I heard a voice, though solemn, full of love,  
 Pronounce she came commissioned from above.  
 "Droop not, Columbia," she exclaimed, "but trust  
 In power Almighty, and your cause is just;  
 The machinations of the bad shall fail,  
 The force of numbers be of no avail.  
 Our God shall shield thy chosen land from harm,—  
 Our God protects thee with his outstretched arms!"  
 At this, methought a peal of victory rung,  
 And a new edifice in splendor sprung,

Like Phoenix from its ashes, and a sound  
 Of triumph and rejoicing rose around.  
 Sudden I woke, all glowing with delight,  
 And full of faith in all that passed by night.  
 One dove to Noah in the deluge bore  
 The welcome tidings of appearing shore :  
 Two harbingers from heaven methought appeared,  
 That sorrowful Columbia might be cheered.  
 O, may it be the Almighty's gracious will,  
 This welcome vision quickly to fulfill!"

**It has been claimed that Law**

**Was head and shoulders above every other original proprietor and early speculator ;**

**and that he**

**Secured the permanence of the Capital in the old times, by the same means Alex. Shepherd assured its stability in our days.**

**Although Mr. Law was an educator and did so much for the city, no school or other institution bears his name, but do of others who to him in calibre were as pygmies to a colossus.**

**Among those who by their wealth, talents, or industry have contributed to the formation of our infant Metropolis may be reckoned Thomas Law. The Washington Guide—*William Elliot.***

**Mr. James Greenleaf recognized Mr. Law's merit and talent and honored him by designating a street in Allentown, Pennsylvania—Law Street.**

**With reliance upon what has been recited I repeat that in the greatest measure to Greenleaf is due the removal of the capital to Washington and to Law is due the retention of the capital at Washington.**







## FARMER.

Here easy quiet, a secure *retreat*,  
A harmless life that knows not how to cheat,  
With home-bred plenty the rich owner bless,  
And rural pleasures crown his happiness.  
Unvex'd with quarrels, undisturb'd with noise,  
The country king his peaceful realm enjoys.

*Dryden.*

**M**R. LAW to Mr. Bradley, March 24, 1817, writes:

Remb me affy to your father, tell him I have turned farmer having purchased 243 acres of Land near Washington for 50 D<sup>s</sup> p acre.

Mr. Law bought the tract November, 1816, and built the manor house in the spring, 1817. The advertisement in the *Intelligencer*, April, 1817, indicates the land gave the material for the habitation :

### WANTED TO ENGAGE

For making 100000 bricks, two miles from the Eastern Branch. Wood will be provided.

T. LAW.

The brick walls were veneered with wood.\* Mr. Law's seat

\* The Retreat was a farm and forest upon the Maryland table land two miles across the Eastern branch of the Potomac. The road to it climbed a piney, gravelly hill and descended into the cove of a little stream called for the English Oxon at Oxford. A second hill was crowned with Mr. Law's wooden villa or "seat," a high, cone-roofed house with two dormers on each side of the roof-comb and four heavy brick chimneys which supplied fireplaces both to the central mansion of two stories and to one-story extensions. The full length of the ground floor was more than seventy feet by nearly half that width.

Its front toward Washington city, whose blue cavity could be seen, but not the city itself, except from the two high garret window peaks, was ignominiously entered through a small pitch-roofed porch with a border-lighted door and brass knockers. The other, or south front, had a veranda covering the central mansion with a belvidere on its top.

The interior had eight rooms on the ground and four on the floor above, with garrets for domestics over the wings. The great room was made of the two front parlors, which, thrown into one by large dividing doors, gave a banquet hall of forty by sixteen feet, with fireplaces at the ends. Blind passages or small wardrobes further extended this room into the wings, one of which was a buffet or bar, the other a kitchen.

The motive of the house, public entertainment to large companies, was expressed by the big double room, whose corners were beveled at the folding door to admit by four doors people from the porch and from the back hall, which was only six feet wide, and contracted by the stair, which opened above into the center of the house in another hallway there.

In each of Mr. Law's twelve rooms were brick hearths for wood fires. The contracted corridors and porch robbed the Retreat of the airy spaciousness of Mount Vernon, Arlington and other country seats on the Potomac. Except on festival occasions, there was no look of assembly or congregation in the many separated chambers. It seemed apparent that the fervent versatility of the proprietor had planned his house and ruled out architectural effectiveness in pursuance of an original plainness and materialism.—Thomas Law, Washington's First Rich Man. *George Alfred Townsend.*

crowned the further Anacostia heights, "Silver Hills," and the stream to be crossed just before the ascent was Oxen Run. It was rechristened Oxon, suggestive of the English seat of learning, Oxford; in fact, all about the Retreat strongly suggested rurality in Merrie England; the English cattle, the English hands, the English steward, the hospitable hall and the Squire himself.

Mr. Law says:

When I began farming I knew not wheat from rye, or rye from barley, but I well know what are the benefits of farming.

Mr. Law was an apt student and soon an instructor in Adam's profession. He learnedly discussed the cultivation of the soil, very likely, more from a theoretical than a practical viewpoint, with the Agricultural Society of Prince George's County of which he was the president and the inspiring spirit. Out of goodness of heart he had an address printed and mailed to other agricultural presidents that they might avail themselves of his tillage wisdom but it was too advanced for their understandings.

The scenery at the Retreat is charming, the journey to and from enchanting; in the ascent is pleasurable surprise in every bend; in the descent suddenly bursts a panorama, the peaceful city in the arms of the river and under the protecting hills. The view determined Mr. Law's selection with too little, if any, thought of fertility, for the soil is stubborn. What success his essay at farming first attends he to his kindred spirit, Bradley, confides :

My peas are only now in blossom though I took great pains with them—

Mr. Bradley comes to Congress; on him Mr. Law calls and then carelessly scribbles, February 25, 1819:

D<sup>r</sup> SIR—

I called at your Secretarys & left my name, but had not the pleasure of seeing you—Will you prove are the same ever come to my party on Saturday to tea in the Country—

Yrs Sy

T LAW—

To

The Honble

W—BRADLEY Esq—

At the Retreat the latch-string is out. For the invited guests the Squire stands at the threshold waiting to welcome. For chance visitors the door is always open. "I regret that Mr. Law is absent at an agricultural dinner, as he is happy to see all callers," this, said his overseer.

WASHINGTON, Tuesday May 23, 1820.

Such a splash as we had at Mr. Law's yesterday! Near a hundred gentlemen; all the farmers of Prince George's county for many miles around, and all the gentry from Washington. And no more ceremony, and quite as much festivity and playfulness as among a flock of children just broke loose from school. Anthrobus, with his white horse rearing up perpendicularly half a dozen times, from impatience to start; and his English servant, to be even with his master, dancing off, in short jumps, for about forty yards, then giving whip and spur and dashing through Mr. Law's clover field like a thunderbolt, to get to the gate before his master, who was driving at the rate of twelve miles an hour! Then, such a rattling of carriages and clattering of horses' hoofs! But first, such a dinner! But before that such fine punch, down at the spring beyond the pavilion, on the hill in the woods. Then such excellent songs after dinner! Graff had a Dutch parody on Jessie of Dumblane, which is admirable. The President laughed 'til he cried, and I believe would have danced if a fiddle had struck up. The good man sat at table beating time with his fork to the songs sung by Graff and others, with all the kindness and amiability of his nature.

Mr. Law delivered a great speech. It was a meeting of the Agricultural Society, but the speech was over before I got there. On asking Mr. Adams for an account of it, he said "it was a love song about murder; in other words, an agricultural speech in praise of manufactures." Quite in his style! eccentric poetry interlarded with \* \* \*. In short, it is not possible to conceive of a more agreeable country party than it was—so far as agreeableness can exist without ladies.

Your affectionate father,

WM. WIRT.

To LAURA H. WIRT.

The "Old Man Eloquent," the sixth President of the United States, and Hon. John C. Calhoun, the day before, had been the Squire's guests—May 22, 1820.

The spring of which Mr. Wirt speaks had mineral property. It was the Squire's bathing place. It makes a tributary to the Oxon.

Mr. Faux called at the Retreat thrice. The first time the Squire was absent. Mr. Faux in the Squire's absence industriously catechised the overseer and explored everything everywhere, and having made mental inventory he retired to a con-

venient spot and recorded the same in his notes for he was gathering material for the enlightenment of the English nation.\*

For freshest wits I know will soon be wearie  
Of any book, how grave so e'er it be,  
Except it have odd matter, strange and merrie,  
Well sauc'd with lies and glared all with glee.

Mr. Faux was an artist in dressing with sauce and decorating with glee. One of the "odd matters" he derived from the English overseer was that the English hands repaid the Squire's civility with rudeness and indulgence with drunkenness until unbearable.

Mr. Faux gained from the overseer that the Squire's Yorkshire bull and cow disliked the climate; that the cow chewed her cud, moodily, pensively, a far-away look in her eyes ; the overseer said she "pines for the sweet, green pastures of her dear native land." Then, even the dumb animals had *the* antipathy. Mr. Faux's account of the Squire's live stock has the hint of Pharaoh's dream and

The seven thin and ill-favoured kine;

but the Squire's advertisement for sale in the market-place from his droves has the ring of

The cattle upon a thousand hills.

The Squire knew his Yorkshire lordship as the Bishop. The Bishop's father, says the Squire, was preferred to fifteen hundred guineas. The Bishop's noble ancestry the Squire traces through many high sounding names to which he puts opposite dam, g. dam, g.g. dam, until he reaches g.g.g.g. dam, which is old Madame Bolingbroke herself.

The Squire hastened to town and invited his caller to the Retreat. He seemed to think he should apologize for the drawbacks of his farm and deficiencies of farming.

You, Mr. Faux, saw my farm and garden. They are poor, but I will improve the gravelly hills by carting earth on to them from the valleys.

The Squire tells the traveller of his contentment and employment:

I therefore determined on visiting and ultimately on living in this country, where I have spent my time much to my satisfaction never being at a loss for

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\* Faux's Memorable Days in America.

amusement. I write and read, talk and visit, on the most familiar and friendly terms with my neighbours with whom I frequently stay all night; and whenever I please, I can without ceremony go and talk frequently and freely with the President, Mr. Crawford, Calhoun, and all the heads of the government, and therefore I have the best society the land affords. My wants were then, and have always been, very few. I believe I have always been happier than any of my brothers.

On the day appointed, July 10, 1820, Mr. Faux escorted by the Squire's sons, John and Edmund—an escort which would have bestowed honor on a prince—came over the serpentine road “planted with dying shrubs” through the farm up to the house. He was welcomed by the Squire and introduced to the other guests, Mr. Carter, Mr. Elliott, Colonel Hebb and his friend, a Cambrian.

After the repast conversation flowed unrestrainedly. The traveller reduced liberally to writing the Squire's remarks and from them is quoted:

I entertained the President and heads of departments, and one hundred friends besides, to dinner at this house, on such a dinner as we had today, and a little light wine, and the cost of all was only forty dollars. My good neighbours, it is true, sent me hams and rounds of beef, ready cooked, because they thought I should find it difficult to cook for so many. If I were in England, I must have my Lord —, and others of the same rank; all must be splendid, costly, and pompous; but all this is not the hospitality which I like and find here. Here we go and come, as, and when we please; no previous notice is necessary; we give and take freely of such things as we have, and no one is inconvenienced. In England a house is alarmed by the arrival of an unexpected visitor. As neighbours and visitors we are all equal and share good things in common.

#### Of the dinner, Mr. Faux says :

Our dinner consisted of lamb, ham and chicken, and blackberry pie, with claret, brandy, and whiskey, the latter fifteen years old. Here was ease and no ceremony. Every guest seemed as free as if at home, and eat, drank, and talked as he pleased. As this dinner was on my account, Mr. Law placed me on his right hand as his guest.

Mr. Law talked to Mr. Faux personally and not through him publicly. No benefit of doubt can be for the author that he failed in candor and colored with prejudice and extravagance Mr. Law's confidences and his personal history. The publication brought forth Mr. Law's account of the honorable career in India and a public demonstration of his fellow-citizens of their admiration and affection.

The Squire kept bachelor estate and was not always prepared for chance callers, or for sportsmen who sometimes stumbled

into the Retreat. The generous Squire set before his guests the best he had, perhaps two articles, just what a chef would write on a menu for the first and thirteenth courses. Although this want of variety should not have worried the Squire yet it did; and he with pen and paper put down his vexation and sought sympathy.

I leave the noisy streets  
For cool retreats  
Of forest aisles and bowers of underwood.

—Thomas Henry, Wood-Notes.

At three score and ten Mr. Law wrote the note to Mr. Seaton. He, at times, wearied with unrewarded work for the common weal or was overborne with his own trials, and, then, at the Retreat sought surcease. But his ceaseless energy at the allotted age had yet years of grand utility.

I shall soon retire to country, and swear never more to harass myself with finance, the charms of nature, too much overlooked hitherto, I will more dwell upon. On this subject I will show you some good lines.

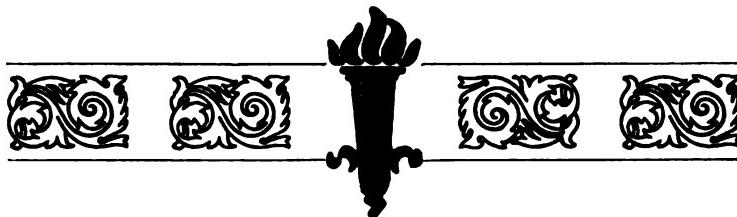
To WILLIAM W. SEATON, Esq.

March 14, 1826.

Nemo in his *Rambles*, says a gentleman then living, 1883, related that he met Mr. Law, who inquired his destination. He replied: "I am on my way to the Retreat to dine with other invited friends this very hour." He added: "Law's genial wit, that flowed with his wine, made his guests forget the hasty preparation of the forgotten dinner."

Mr. Law's narrowed means never diminished his hospitable disposition.





## BEREAVEMENT.

**Eliza Law Rogers.**

MRS. SEATON, November, 1815, writes :

*On dit*, that the winter will be extremely gay, and decked with all the splendor of polished manners, brilliant talent and transcendent beauty, and the drawing rooms will sparkle with scintillations of wit and fire of genius. Mr. Jefferson's granddaughter, Miss Randolph, will lead the van in accomplishments and beauty; Miss Law, \* \* \* will fill an elevated place in the admiration of every observer while daughters and nieces of the members will fill up the interstices.

Miss Eliza Law had the poetry of her sex. She reigned a belle in the official society; in her twenty-first year she reigned the queen of her own realm. Her marriage, April 5, 1817, is announced in the *Intelligencer*:

### MARRIED.

On Saturday, by the Rev. Mr. McCormick, Lloyd N. Rogers, Esq. of Baltimore, to Miss Eliza Law, daughter of Thomas Law, Esq. of this city.

That it was not the loss of a daughter but the gain of a son, the letter evinces:

DRUID HILL Feb. 23<sup>d</sup> 1822

Eliza and the children are very well and we have been in hopes that you would have been with us before this. Shall we not see you before the spring sets you at work in the country? If you do not pay us a visit soon you may expect to be welcomed when you can again by another grandchild. *Crescite et multiplicamini*\* seems to be our motto. I am blessed with a dear good wife take her for all and all and it is thus we should estimate every thing in this world. I do not know where such another should be found and charming children who I wish will deserve more than ever I can do for them.

LLOYD N. ROGERS.

THOMAS LAW, Esq.  
Washington  
Dis. Columbia

\* Maryland's motto—Grow and multiply.

In her twenty-sixth year Mrs. Rogers died. "Youth, beauty, accomplishment, and goodness, have suddenly descended to the grave. The house of gayety is turned into a house of mourning."\*

In the sacred plot not so far from the family mansion lies a gravestone with an inscription:

Here lie  
The remains of  
**ELIZA ROGERS**  
Wife of **LLOYD N. ROGERS**.  
She was Eminently gifted with all the  
qualities in Woman that win the esteem  
the love and Admiration of others.  
But to dwell upon her virtues  
Cannot Sooth the Dead  
And gives no consolation to the Living  
Born Jany 19<sup>th</sup> 1797. Died Aug. 10<sup>th</sup> 1822.

Next thereto is a headstone inscribed :

Here lies all that was mortal  
of  
**LLOYD NICHOLAS ROGERS**  
a ripe scholar  
and  
an accomplished gentleman  
who died  
November 24<sup>th</sup> 1860, aged 73.

The Park of Druid Hill, which he inherited from the original patentee to whom it was granted by the Colony of Maryland in 1760 and which he conveyed in 1860 to the City of Baltimore, surrounds this spot a part of the original grant, and he sleeps as was his wish with his ancestors and those whom he loved.

The children of Mr. and Mrs. Lloyd Nicholas Rogers were : Edmund, Eliza and Eleanor.

Mr. Law's three Indian sons were John, George and Edmund. Of George after 1795 no mention is made. John and Edmund attained strong manhood and noble character. A mental image invests these brothers with brilliant eyes, raven locks and dark complexions reflecting the rich tints of the mother, a daughter of the land of the sun, John with a glance, as if to speak, and Edmund, a shade thoughtful.

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\* From Obituary in the *Intelligencer*, August 24, 1822.

**Mrs. Seaton says:**

We see much of him and his sons, John and Edmund, who are both unexceptional as regards either their manners, principles or acquirements.

**And in accord is Mr. Faux:**

The two Asiatic sons of Mr. Law seem generous, kind-hearted, and most intelligent young gentlemen, free from all aristocratic pride.

### **John Law.**

The year of his birth is probably 1784. He was the eldest son. As a graduate of Harvard University, 1804, he was accorded "one of the most elegant and accomplished scholars of his class." His confidence and force of character made him a leader. In the gayeties of life he entered with the same zest as earnestness in the graver affairs. His name first appears in print in the list of patrons of the Washington Dancing Assembly, 1806; and it continues in the direction of the Washington Birthday balls and other devotions to Terpsichore.

Mrs. Seaton, January 2, 1813, writes :

I was engaged to John Law as a partner for cotillions the day before. This gentleman ranks high in William's estimation and I am always pleased by his polite attentions in company.

And it is told on an occasion of state he gallantly led out Mrs. Decatur, the Commodore's wife, in the cotillions.

When the laurel crowned hero returned whether from Erie lake or Tripoli bay he needs must be feasted and toasted and John's duty it was to spread the banquet and bespeak the silvery-tongued jolliers.

He belonged to the militia, the Columbian Dragoons, and his straps showed him to be the first lieutenant, June, 1811. That Sergeant Law defended valiantly against the British invaders can be more confidently accepted than Mr. Faux's other assertion that the sergeant revealed himself to be Lord Ellenborough's nephew to the epauleted vanquishers who as guests at his home wore the night in revelry.

Sunday evening, March 19, 1815, was married by the Rev. Mr. McCormick, John Law to Miss Frances Ann Carter, daughter of George Carter, then deceased. The Carters were Virginians.

**A year after the marriage Mrs. Seaton pleasantly imparts:**

I called to see your old friend, Mr. Law, yesterday, and found him employed in the most delightful and edifying occupation,—whistling variations to an operatic air to his son and heir, aged five weeks.

In the formative days when everything had its beginning Mr. Law was at the birth, or his brother was, actively assisting. He, November, 1813, was of those to establish a lottery to build two public schools and a penitentiary.

In the Columbian Institute, as curator or otherwise, he participated in the management.

President Madison honored, 1814, Mr. Law with commissionership to adjust the Yazoo claims.

John Law was a lawyer and an able one. In Pratt against Law, the cause *celebre*, he alone withstood assaults of the arrayed advocates of numerous parties against his father and won. He was engaged in cases of vital precedent and vast importance. He practiced at some periods independently, at others conjointly with Edmund. He was associated with George Watterston, the latter afterwards first Librarian of Congress. Shortly after their dissolution they had opposite sides to a case before Judge Morsell; Law got the judgment and Watterston exclaimed: "There is not a *morsel* of *law* in the case." The judge did not appreciate the humor of the double-barreled pun; he did remark concerning contempt of court.

John Law was the orator at the laying of the corner stone of the City Hall, August 22, 1820. In part he says:

The various chief magistrates of the nation have always taken a lively interest in its prosperity. For the first of American Presidents, and the first of the worthies of our history, whose merit defies the powers of panegyric, and whose fame will be perpetuated with increasing admiration, when the Napoleons of the world, and the minions of a selfish ambition, will be execrated or forgotten—what American bosom will not bear testimony of his zeal for his country, and fidelity in the execution of every duty? But, his modesty prevented him from obtruding his powerful influence on a point so delicate as the advancement of this place. The firmness of his virtuous successor resisted the influence which would have retained, till a later period, the seat of government at Philadelphia; and, at the first session of Congress assembled here he emphatically called their attention to the promotion of our prosperity,—The venerable republican of Monticello gave his personal attention to the minutest details connected with the affairs of the city; and the solicitude with which he studied its progress and embellishment refuted

the despicable calumny which charged him with envy of the reputation of Washington.—His friend and successor—the friend of human kind—was one of the warmest advocates in Congress for the selection of this spot, and evinced the extent of his zeal for our welfare at that gloomy period when it was proposed to remove the government (in consequence of the wanton devastation of the public buildings during the war) by his decided disapprobation of a step which would have added to the vain glory of the enemy.—The example of his predecessors has been followed by the President of the United States, and we may confidently trust that the best exertions of his industry and talents will be employed in the promotion of this national undertaking.

Of the future prosperity of this metropolis a reasonable doubt can no longer be entertained. While many larger cities are complaining of their pecuniary embarrassments, no check has been made in the progress of its private improvements. Many of its sources of wealth have not yet been opened. It is now, and will daily become a more desirable residence for those who can retire on their fortunes, and enjoy the pleasure of a society which is not surpassed in elegance or taste by any city on the continent.

From these views of the obstacles we have surmounted, and the destiny that awaits this favored spot, we shall be induced, by continued industry and enterprise to forward its advancement, and urge with zeal the progress of our City Hall—a building which will constitute one of its principal ornaments, and which from the taste and convenience of the design, is equally honorable to the Architect and the Corporation. And may that Being who presides over and rewards the useful labors of the frail and feeble mortals of this orb enable us to conduct the work to an auspicious conclusion, and render it the seat of official wisdom and integrity.

**John Law was a local legislator. His membership is:**

**Eighth Council—1809. First chamber.**

**Twentieth Council—1822. Alderman.**

At the time of his death he was president of the board.

John Law was admired, honored, loved. His untimely call in the meridian of usefulness broke upon the community with the shock of personal loss. To that time affectionate tribute to trait and talent greater had no man. In the papers are panegyrics in prose and poem.

He died Friday, October 4, 1822; the funeral was the day following. Hon. John Quincy Adams and Hon. John C. Calhoun were of the attendants.

Sunday, October 13. From the tower of All Souls' Unitarian Church the bell tolled its first message of grief.\* The Rev.

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\* This the first city church bell, which was cast in the foundry of Paul Revere, had been recently placed.

Mr. Little from St. Paul's fervidly eloquent discourse on the resurrection announced the text:

The last enemy that shall be destroyed is death.  
I Corinthians XV. 26.

and preached the funeral sermon of John Law.

From the *Intelligencer*, October 7, 1822:

DIED.

In this city, on Friday night last, of a severe but short illness, John Law, Esq. aged about 38 years, attorney at law. In him our city has sustained the loss of one of its earliest, most respectable, and most useful citizens. The general esteem in which he was held was evinced by the number of the friends who attended his remains to the tomb, and shared the sorrows of his worthy and grief-oppressed father, who has within a few weeks, been deprived of two of the three dearest ties which bound him to life and to society. \* \* \* In every view in which we contemplate the death of Mr. Law—when, in particular, we consider the happiness with which he was blessed, or his future hopes, we cannot help exclaiming, as he did, in nearly the last words which he uttered, from the beautiful language of Burke,

What shadows we are, and what shadows we pursue!

To the friend of his youth and associate in mature years Mr. Watterston strew a poetic garland in nine numbers, and one:\*

Just God! on what a brittle thread  
Our fairest visions hang!  
Life's rosy path leads to the dead,  
Where ends each ling'ring pang.

A tribute from Maine penned perhaps by a classmate concludes in poetic composition.† From it:

There are few whose lives deserved to be more admired, or whose deaths ought to be more lamented. The richness of his talents and the brilliancy of his genius have seldom been excelled, and the ardor of his spirit and the activity of his exertion towards literary attainment have rarely been surpassed. Had his life been prolonged, his usefulness would in all probability have increased and he would still more become—the pride of his friends and an ornament to his country.

Mrs. Frances Law, relict of John Law, died October 26, 1826.  
Mr. and Mrs. John Law had two sons, Edmund and Thomas.

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\* The poem is published in the *Intelligencer*, October 22, 1822.

† The *Intelligencer*—November 21, 1822.



EDMUND LAW

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### **Edmund Law.**

His birth-year is 1790. He was the youngest son. In contrast to John's trait, freeness, was Edmund's, reserve. His inclination to self-seclusion sprang from a timidity of infringing on the affairs of others rather than from hauteur or disinterestedness. John was the advocate, Edmund, the student, who searched out the mysteries of the books.

Edmund was an organizer of the Bank of Metropolis. January 3, 1814, and of its first board of direction. He was secretary of a preliminary meeting, March 25, 1812.

He succeeded his father to the management of the George Washington estate in this city; and he had the control of the realty and his father's affairs generally more closely than John. He, like his brother, officered the Columbian Institute.

President Monroe appointed Mr. Law a member of the Legislative Council of Florida in its territorial period. He advanced to the presidency of the Council and was popularly considered as Delegate to Congress. Editorially the *Intelligencer* says, July 27, 1822, the territory would have an excellent representative and :

Mr. Law until he moved to Florida was but little known beyond the limits of this city; but here where he had grown up from boyhood, he was much beloved for his amiable qualities, and highly respected for his fine talents and extensive acquirements.

The death of John required Edmund's presence in his old home to guard his father's interests and the relinquishment of political preferment to him, a severe sacrifice for affairs governmental he had much at heart.

The militia had its magnet for him and he became Lieutenant Law and helped to manage the Military Ball, February 3, 1825, and with such success he was selected to do likewise for the Birth Night Ball in that month.

In 1825, when Commodore David Porter became the commander-in-chief of Mexico's navy, Mr. Law accompanied him, on observation bent and knowledge "under foreign locks." He usefully employed his life in that country by service to the republic. His stay of three years in the land of the Montezumas was terminated by the demand of health.

Before his residence in Florida and after his return from Mexico, he was in the City Councils.

Tenth Council—1812. Common Council.  
Eleventh Council—1813. Common Council.  
Twelfth Council—1814. Common Council.  
Twenty-third Council—1825. Common Council.  
Twenty-sixth Council—1828. Common Council.

Edmund married Miss Mary Robinson. Mr. and Mrs. Law had a son, Joseph Edmund. Mrs. Law long survived her husband. She is remembered as dignified in manner, delicate in build, and as donating her kindnesses with captivating condescension.

As he reached the two score mark death cut his growing hopes and put a period to his days. Edmund Law died June 23, 1829. The funeral was from his father's residence on New Jersey avenue, on the afternoon of the second day at four o'clock.

The *Intelligencer*, June 25, 1829 :

#### DEATH.

On Tuesday evening last, in this city, after a protracted illness, Edmund Law, Esq. in his thirty-ninth year, only remaining son of our venerable and respected fellow-citizen Thomas Law, Esq. Endowed by nature with the high intellect which distinguishes his eminent family, improved by liberal education, habitual study, and extensive travel, and adding to these intellectual advantages strict honor and an amiable temper, few men better qualified to be useful in public life or to impart pleasure in private society. Of retiring habits, however comparatively few knew his real worth—but he never failed to win the affection of those who cultivated his acquaintance and learned to appreciate his value.

A touch of humanity there is in the counterfeit of feature and form through the medium of the brush or the camera; if the master of the brush catches a glimpse of character and fixes it upon the canvas, then the mind can re-create the life all but throb and thought. The mind is the man. And in the light and line of the countenance can oftentimes be read the mind. The strongly-expressive and well-modeled features of Edmund Law are reproduced from a water color painting, presumably executed in 1824, in his thirty-fourth year. It is the courtesy of Miss Amy Law which permits the reproduction.

### Mrs. Eliza Park Custis.

Mrs. Curtis (Mrs. Law) died on a visit to Mr. J. A. Chevallie, in Richmond, Virginia, Saturday night, January 1, 1832, and is buried at Mt. Vernon in the Washington tomb.

Mr. Law in his seventy-seventh year writes in meter:

My partner and my children from me borne  
 And valued friends, the comforts of past years  
 Would leave me hopeless, lonely, still to mourn  
 And dim my eyes with unavailing tears,  
 But thus bereft new solaces to find,  
 Knowledge to gain and goodness to dispense,  
 Thus useful, I divert my active mind  
 And gladden feelings by benevolence.  
 Thus my affection from life's cares I wean,  
 And thus beguile away my pain and woe,  
 Looking to heaven from this world's troubled scene.  
 Leaving death's terror more resigned I grow  
 As selfish, worldly interest I discard  
 From youthful, boist'rous, troubling passions free,  
 My heavenly impulses claim more regard  
 And all seems worthless but eternity.







## COLUMBIAN INSTITUTE.

THE Columbian Institute in the acquirement and diffusion of general and useful knowledge, in scope and permanence of result and in the cultured character of membership is the most honorable in the city annals. The Institute was originated by Dr. Edward Cutbush and Mr. Thomas Law. Its outgrowth and fulmination is the National Museum.\* The organization meeting of the Institute was held October 7, 1816, at McKeowin's Hotel pursuant to notice and in conformity with the constitution adopted, June 28, 1816, at a preliminary meeting. Prior, however, to the organization of the Institute, its precursor, the *Metropolitan Society*, of literary and scientific province, had existed. The second article of the constitution states: "The Institute shall consist of mathematical, physical, moral and political sciences, general literature and fine arts." Congress granted a charter April 20, 1818.

Congress supplied a suitable room under the Library of Congress for the collection of books and museum of minerals and curiosities; and several acres for botanical experiment and culture. This space was utilized by growing shrubs and trees, transplantations from other climes and countries, and is, probably, the nucleus of the Botanical Gardens. At a time was a governmental inclination to grant a site in the Mall at Pennsylvania avenue and Third street for a building, however, through the mutations, the effects have home in the Nation's depositories as stated.

The membership was resident, honorary and corresponding and the roll had the most distinguished names. The President of the United States was the Institute's president. Upon the retirement of John Quincy Adams, when the Chief Executive,

\* Report of the National Museum, 1891. The Genesis of the National Museum, pp. 274-280.

from its presidency, the Hon. John C. Calhoun succeeded. On occasions papers were read and these all created admiration. The essayists, or some of them, are: Samuel Harrison Smith, Esq., Judge William Cranch, Hon. Samuel L. Southard, Thomas Law, Esq. and Hon. Edward Everett.

The organization meeting is for the event and for the promoters recalled. Dr. John H. Blake "judiciously conducted the business of the meeting, in quality of chairman, until the election of Institute was consummated." An election by ballot was decided upon and accordingly "on counting the ballot it was found that Dr. Edward Cutbush united the suffrages of a great majority of the members present."

And the election progressed until its completion, as follows:

Vice Presidents: . Rev. Andrew Hunter, Dr. J. T. Schaaff,  
Thomas Law and Joseph Anderson.

Treasurer: . . . Overton Carr.

Secretary: . . . Nat. Cutting.

Curators: . . . E. B. Caldwell, John Law, Roger C.  
Weightman, Robert Brent.

General Committee: Samuel Harrison Smith, Dr. Alexander  
McWilliams, Benjamin H. Latrobe, Dr.  
J. A. Brereton, Walter Jones, Dr. Henry  
Huntt, Dr. William Thornton, George  
Watterston, Benjamin Homans, Edmund  
Law, William W. Seaton, Col.  
William Tatem, Dr. John H. Blake,  
Joseph Mechlin.

The President and the four Vice Presidents were constituted a committee to wait on the President of the United States and acquaint him with the wish of the Institute that he consent to be its PATRON.

This report is briefed from that of the secretary, Dr. Nat Cutting, who wrote poetry and gave his prose a poetic dash.

The number of vice-presidents and general committeemen was gradually limited. Mr. Thomas Law served as vice-president until 1830 and then gave way to Judge Cranch and became counsellor and the next year retired officially.

Saturday, January, 16, 1830, Hon. Edward Everett at the Capitol delivered before the Institute a discourse to an un-

usually large audience.\* The report is given editorially in *The Intelligencer*. Mr. Law at this time was in his sixty-fifth year. At five in the afternoon the members of the Institute met at public dinner and that worthy citizen, Thomas Law, Esq., presided. The report says that to the intellectual enjoyment was added good cheer of every description and that the feast that excelled it never was.

The editor from memory gives as the incident of the incidents Mr. Law's reply to a call for a toast:

That Mr. Everett, in his interesting address, had mentioned almost every useful discovery, and exhibited a constellation of the individual benefactors to the human race. But as a Potentate of the Present had distinguished himself as a high-minded man, intent upon the happiness of all, he thought that the Institute ought particularly to advert to such an estimable example. He alluded, he said, to the Emperor NICHOLAS, who, when he had it in his power to spread a halo round himself, by capturing the city of Constantinople, stopped the march of his victorious army and sheathed his sword, though ambition urged him to immortalize his name by this glorious conquest, though avarice persuaded him to plunder the spoils taken heretofore the Greeks, though religion solicited to plant the Cross over the Crescent on all the churches; and though policy whispered that he might excite the Jannisaries to bethrone, if not to massacre the Sultan, whereby he would become master of all European Turkey; he listened to the admonitions of morality, and preferred reigning in the hearts of the conquered, rather than over a subjugated people; and to have friendly neighbors, rather than vengeful enemies. As this magnanimous conduct excited in all breasts agreeable sensations,

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\* From Diary of John Quincy Adams :

16th. At half-past one I went to the Capitol, and heard Mr. Everett, in the hall of the House of Representatives, deliver the anniversary address to the Columbian Institute. The hall was crowded with company, a large portion of ladies. I sought at first a seat without the bar of the House, but Dr. Hunt found me, and urged me till I took a chair on the floor, just below the steps to the Speaker's chair. Mr. Calhoun, the Vice-President, and Mr. Martin, a member of the House of Representatives, came up and spoke to me. There was a small meeting of the Institute in their apartment, whence they came to the hall. Mr. Thomas Law presided, and among the members who came up were J. M. Berrien, the Attorney-General, and Samuel D. Ingham, Secretary of the Treasury. Mr. Berrien greeted us with a distant salutation, which I returned as distantly. Ingham advanced as if intending to accost me, but I barely turned my eye upon him, and he slunk back with the look of a detected thief. There is a portrait of Ingham in Carracci's picture of the Lord's Supper. Mr. Everett's discourse occupied just an hour. It was literary, philosophical, scientific, and popular; an exposition of the character and usefulness of societies such as the Columbian Institute; a description of many of the most important modern inventions and discoveries, and of the manner in which they have been made with several interesting anecdotes relating to the discoveries and inventions. He confined his subject to the physical sciences, and did not enter upon the consideration of moral or political discovery. That is a wide field yet open, and worthy to be explored. He noticed the simplicity of many of the great discoveries; how nearly every human being was approached to them, and yet the application of mind necessary for their disclosure; and he argued the moral certainty that nature had yet in store numerous secrets in reserve for the favorites who will devote their lives to the search of them. He introduced also a powerful appeal to the beneficence of Congress in behalf of the family of Fulton.

Two things in the discourse I regretted to hear: one, a seeming admission that the power of giving encouragement to literature and science was much greater at least in the State Governments than in that of the Union; the other, an apparent reflection upon the Supreme Court of the United States, who, he said, by a decision, had scattered the fortune of Fulton to the four winds of heaven.

17th. I asked Mr. Everett why he had not yesterday touched upon discoveries on morals and politics. He said he had in his written discourse, but that Dr. Hunt had admonished him not to be too long, and he had omitted what would have taken him about twenty minutes more to deliver.

Mr. Law said that, without any designed compliment to Baron Krudener, who was present, he gave—

*Nicholas, the Emperor of Russia.*

The applause, a significant "sign of unison in sentiment," having abated, His Excellency Baron Krudener, Envoy Extraordinary and Minister Plenipotentiary of Russia, rose and replied with an eloquence heightened by quaint slips and accent and then gave :

*Everlasting happiness and glory to the United States.*





## WRITER.

And while we view the rolling tide,  
Down which our flowing minutes glide  
    Away so fast,  
Let us the present hour employ,  
And deem each future dream a joy  
    Already past.

**T**HUS runs the ancient Spanish song. Doing and not delaying was Mr. Law's principle. The beauty of the song's metaphor is no more striking than the brevity of Mr. Law's enunciation :

I must be active, and doing that which I deem for the good of mankind.

This said Mr. Law when the English traveller offered the alluring hint of cessation of effort and rest in his home country. Incessant with pen was Mr. Law proclaiming the panaceas for existing evils and foreboding misfortunes. In the acceptance of his remedial measures he sought not self-glory. Himself he overlooked; with anxiety of soul, he looked to the people's welfare. Of the people's governmental representatives he commanded respectful attention but as for action his voice might as well have been silent. He was condemned as impractical and extravagant. In fact, in everything he seems decades in advance of his contemporaries.

From the promptings of his humane nature he discouraged slavery and from the institution foresaw internecine clash and so predicts in a letter.

For more than a score of years he prodigiously produced ammunition to defend his financial scheme of a national currency and to repulse any antagonistic. He consumed mountains of reams and kept the printer busy. It is said financiers of later years adopted his system, and likely they did in

modified form, and without credit in the slightest degree to the originator.

Through the Columbian Institute he submitted, three at least, papers on national finance. Through this respected channel he had in the House of Representatives as listeners the statesmen then in authority. This he supplemented by mail distribution.

Mr. Law, too free himself to suspect insincerity in others, was over sanguine through official civility. Says he:

Mr. Crawford fully agreed with me on this point, but disingenuously seceded from it in his report, on which account I have addressed several pointed letters to him.\*

#### And

Mr. Crawford the Chancellor of the Exchequer, although he has recommended a contrary measure, is exactly of my opinion. We are both as much alike on this subject as pea to pea.\*

President Madison approved, April, 1816, the bill for the Second Bank of the United States which moved Mr. Law, to the younger Mr. Bradley, May 1, 1816, to write:

Madison has lost his former estimation & if Liberty Justice & Virtue should decide after his death where his remains ought to be placed, they will say in the Bank vault.

That Mr. Law's ideas of national currency were not chimerical is attested by Mr. Madison's serious discussion in acknowledgments of two pamphlet publications:

JAMES MADISON TO DOCTOR NATHANIEL CUTTING.

December 7th, 1822.

D<sup>r</sup> SIR,—I have received your note of the 30 ultimo the little tract of Mr. Law, forwarded by you at his request; and I take the liberty of conveying, through the same channel, my respects and thanks to him. If my sympathies with his domestic affliction could be of any avail, I should add the expression of them with great sincerity.

I have always regarded Mr. Law as a man of genius, as well as of singular philanthropy, and as having with other intellectual acquirements a particular familiarity with questions of finance. In his occasional publications relating to them, I have observed many sound principles and valuable suggestions. I must own, at the same time, that I have never had the confidence he has felt in his favorite plan for putting an end to the evils of an unfavorable balance of trade, and the fluctuations of an exportable currency. There would seem to be much

\* Faux's Memorable Days in America.

danger, at least, that the disposition to borrow the paper issuable by a public Board would bring an excess into circulation; and that this, instead of reducing the rate of interest, would have the effect of depreciating the principal.

JAMES MADISON TO THOMAS LAW.

MONTPELIER, Jany 27 (1827)

DEAR SIR,—The copy of your Address before the Columbian Institute, kindly sent me was duly received. I find that further reflection has confirmed you in your favorite plan of a paper currency, and that you have added a corroboration from names of high authority on such subjects. The practicability of a paper emission, equal in value to specie, cannot, I think, be doubted; provided its circulating quantity be adapted to the demands for it, and it be freed from all apprehension of undue augmentations. If made to answer all the purposes of specie, and receivable, moreover, in particular payments, in exclusion of specie, it would even rise above the value of specie when not in requisition for foreign purposes.

I cannot return my thanks for your polite attention without adding a hope that you have not forgotten the promise you made on the eve of your departure for Europe. Mrs. M. joins me in assuring you of the pleasure its fulfilment will afford us, and of the continuance of our cordial esteem and good wishes.

And that Mr. Law was deemed worthy to enter into the counsels of the most advanced in affairs of state the letter of ex-President Jefferson anent his relationship with the English cousins exemplifies.

JEFFERSON TO LAW.

<1810>

With respect to myself, I saw great reason to believe their ministers were weak enough to credit the newspaper trash about a supposed personal enmity in myself towards England. This wretched party imputation was beneath the notice of wise men. England never did me a personal injury, other than in open war; and for numerous individuals there, I have great esteem and friendship. And I must have had a mind far below the duties of my station, to have felt either national partialities or antipathies in conducting the affairs confided to me. My affections were first for my own country, and then, generally, for all mankind; and nothing but minds placing themselves above the passions, in the functionaries of this country, could have preserved us from the war to which their provocations have been constantly urging us.

Mr. Law adopted the pseudonym *Homo* for his articles in the *Intelligencer*.

In a single issue of the *Daily National Intelligencer*.

SATURDAY, OCTOBER 5, 1822.

THOMAS LAW.

REVENUE.

\* \* \* \* \*

I am almost tired by unheeded quotations and Cassandrian firewarnings. If our own experience, if facts from other nations, and if mathematical conclusions,

are unable to rouse the lethargic neither will the voice of one risen from the dead.

Sickness and sorrow are all around me, and I scrawl this in a slight fever—perhaps it is my last.

HOMO.

JOHN LAW.

The friends of the late John Law, Esq., (who departed this life last night at 10 o'clock) are requested to attend his funeral this afternoon, at 4 o'clock, from his late residence on Pennsylvania Avenue.

EDMUND LAW.

Edmund Law was chosen President of the Legislative Council, (Pensacola, Florida) the session of which was to have terminated on the 22d of last month.

*Homo* appeared February 3, 1813, and disappeared October 17, 1829. Under the first date is this announcement :

TO THE EDITORS.

SIRS—

As a memorial is now before Congress for a Bank to discount at five per cent. I shall from time to time submit to you for insertion, if approved of, some remarks on the subject of Banks, and now enclose a few as a commencement.

HOMO.

*Homo* appeared persistently. The articles are on public improvement as canals and railroads, but by far the greater number are on the money question. *Homo* is complimentary to the reader. He adorns for the reader his articles with snatches of Grecian and Roman history and with apt quotations from the aforetime discoverers and philosophers; and carries him to a climax in Latin. He accredits the reader with classic learning.

In an early article *Homo* states his scheme :

I now submit my proposition which to me appears one of the most important propelling powers of society; in short, after years of mature deliberation, I present it as the main spring of every financial system.

1. Let a Board be appointed by Congress, to consist of any number approved of, the Secretary of the Treasury always to be President.
2. Let this Board be authorized to form a national currency, all above one dollar to be in paper, & one dollar tokens, & portions of a dollar to be in mixed metals; the mode to prevent forgeries shall be afterwards given.
3. Let this Board lend these coins in perpetuity, at 4, 3 or  $2\frac{1}{2}$  per cent. as Congress shall resolve, to the several states according to their population, on condition that the state governments lend the same to associations or individuals, on income, yielding at five per cent. the interest to be paid quarterly or annually, as may be determined upon, and the principal not to be required whilst the interest

shall be punctually paid; the income-yielding securities to be conveyed as the state shall direct, in a deed of trust, and the property immediately to be sold on failure of punctuality.

4. The amount to be loaned to the state governments to be limited by the rate of interest which the national currency obtains, or by an act of Congress. The board to cease lending when it falls below five per cent. In truth, individuals will not apply to state governments when they can borrow of others below five per cent, but on the contrary will rather repay the loans from the state government, by borrowing on lower terms; and the state governments will do the same.

5. The Board to subscribe to incorporated societies for roads, canals, and bridges, as Congress shall direct.

6. The Board to purchase government stocks and other stocks, as Congress shall direct.

7. The currency to be received in all payments by the government.

These are the outlines of my plan, and the principal object I have in view is for the community to have a sufficiency of the circulating medium, without fluctuations in value by excess or scarcity, and that the interest of money may be low.

To *Homo's letter To the Citizens of the U. States*, December 30, 1816, is this footnote :

(It is to be hoped that *Homo* will be furnished with an answer to his queries, satisfactory even to himself, by some one who has leisure to bestow on the subject.) Editors.

And a champion for the opposition came forth—*Parvus Homo*. The latter wrote the same classical composition. When absence or illness prevented the alternating reply, *Homo* or *Parvus Homo*, as the case might be, answered himself.

Mr. Law discussed moral science. He controverted Dr. Paley's *Moral and Political Philosophy*. The Hon. William C. Bradley was learned and cultured; he was skilled in statecraft and versed in science of government; he was deep in philosophy and strong in general knowledge; he expressed himself in polished prose and in metrical measure. Mr. Law and Mr. Bradley were bound by friendship ties and affinitive attainments. Mr. Bradley was neither older nor wiser yet to Mr. Law he was Nestor. He writes to Mr. Bradley:

Philadelphia,\* November 19, 1811. I have much to say to you about impulses, but I postpone it till next spring when I promise myself the pleasure of seeing you.

Pa. April 2, 1814. You promised me your sentiments on my second Efsay on Instinctive Impulses—& have been disapp'd. In not receiving them as your opinion would fortify or make me correct my own—

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\* Before the British invasion of the Capital City Mr. Law was much in Philadelphia.

Mr. Law's ethical essays were over the heads of those not conversant or concerned in mental or moral philosophy, and of course of the woman who lived at the same boarding house and who writes:

What an uncomfortable, extraordinary old man he is, with his "instinctive impulses!" on which theme he theorizes, as upon "elective affinities."

With the pen, Mr. Law is first the letter writer. With what can be compared the elegance of his pen? It has a brilliancy of gems, a sparkle of champagne and a beauty which makes a doubt that

The speech of flowers exceeds all flowers of speech.

He says odd things and familiar things oddly. He writes poetic prose. There is a beauty in the sentiment and felicity in the expression. There is buoyancy and witchery, a slip and a trip, a cadence and a rhythm that delights the ear and charms the sense. One catches himself conning a passage impressed.

Mr. Law rarely dated a letter. The dates in this publication are supplied mostly by the endorsements of the receivers. This peculiarity irritated Mr. Morris who usually began his reply—your letter without date. Mr. Law had another peculiarity, the use of one punctuation mark—the dash. Perhaps he inherited the peculiarity of a single sign from the Bishop of Carlisle, his father, who favored the parenthesis. The bishop had a work in press, the proof sheets for which shortly stopped, although promptness had been promised. The good man repaired to remonstrate but was confronted by the *devil*, who said:

Please you, my Lord, your Lordship's MS. has already used up all our parentheses, but we have sent to the letter founder's for a ton extra, which we expect to be sent in next week.

Mr. Law's poetry is of uneven excellence. Committed to print is comparatively little. Like the artist of the brush, Turner, the poet, Law, considered his inspiration signed all over and let it appear anonymously. His muse of morality is insipid, of sentimentality, broad. He speaks of verses drawn from his "*poetical ludubria*." There are those who confess

to a touch of the divine afflatus who do not concede to the poet Law a front rank.

Mrs. Seaton says Mr. Law was a graceful poet and that his *Vers de Société* in which he commemorates the *personæ* of the smart set much delighted each character so honored, but

You can only half appreciate effusions when deprived of the advantage of hearing him read them himself, as he is an energetic declaimer and possessed of a full-toned melodious voice.

The vigorous mind of the poet was continually revolving and evolving. The thought evolved he would endeavor to fix. He was mistrustful of his freakish memory and tried to guard from the likely slip. It is a family reminiscence that if in his wakeful moments he had an inspiration he would hastily wrap himself in a blanket and wildly rush about, exclaiming: "Pen and ink, pen and ink, an idea, I have an idea, quick!"

In that time, 1816, came forth a poet direct from Belfast. He signed his rhapsodies *Law*. This was James Sylvius Law. He had a method of versification; to his verses he had a sort of prologue.

#### TO FIDELIA.

To her who pines for me beyond the main,  
My faithful heart devotes this pensive strain.

Still RETROSPCTION views that PARTING DAY—  
The unwelcome ERA of an age of pain,  
Which gave thy heart to torturing pangs a prey—  
And sent thy SYLVIUS o'er the WESTERN MAIN!

From Sylvius the ardent lover can quote sentiment of sufficient warmth to melt the sealing wax. In the same issue of the *Intelligencer* are the anonymous lines of the *true poet*.

To Mr. Bradley, Mr. Law writes:

February 9, 1816. I have written a pamphlet on the Bank, & it has operated so forcibly that the advocates for a national bank will relinquish that favorite plan of the Secretary of the Treasury.

June 11, 1816. I hope you approve of my pamphlet on finance.

April 20, 1817. I will send you by this mail a pamphlet I published on a national currency, though it has enforced conviction on many, I should be glad to hear your opinion.

In addition to the publications listed in chapter *India* and the

list which follows of those in American libraries, from letters and other sources is compiled this catalogue:

- Usury. 1794.  
 Instinctive Impulses. First Essay. 1811.  
 Instinctive Impulses. Second Essay. 1814.  
 National Bank. 1816.  
 Finance. 1816.  
 National Currency. 1817.  
 Moral Nature to be Redeemed by the Natural Sciences. 1833.\*

**Publications in American libraries :**

1792. Sketch of some late arrangements and a review of the rising resources of Bengal. London, 1792. 8vo. Lib. Cong.  
 1794. On Bengal, etc. Perhaps another ed. of that printed in 1792. Quoted by Allibone.  
 1804. Observations on the intended canal in Washington City. Anon. Washington, 1804. pp. 24, 8vo. Lib. Cong.  
 1806. Ballston Springs. A poem. New York, 1806. Boston Ath.  
 1820. Remarks on the report of the Secretary of the Treasury, March 1, 1819. Washington, 1820. 8vo. Boston Ath.  
 1824. A reply to certain insinuations published as an article in the sixty-eighth number of the *Quarterly Review*. Washington, 1827. pp. 1-27, 8vo. Lib. Cong.  
 1825. Address before the Columbian Institute, Washington, 1825. 8vo. Boston Ath.; Lib. Cong.  
 1826. Considerations tending to render the policy questionable of plans for liquidating, within the next four years, of the 6 per cent. stock of the United States. Washington, S. A. Elliott, 1826. pp. 22, 8vo. Lib. Congress; Boston Ath.  
 1827. Thomas Law (and others). Report of the proceedings of the committee appointed in Washington in 1824 to present a memorial to Congress, praying for the establishment of a national currency. Washington: Way and Gideon, 1824. pp. 40, 8vo. Lib. Cong.; Boston Ath.  
 1827. Propositions for creating means for commencing the Chesapeake and Ohio Canal, with report of committee thereon. Washington, 1827. 1 folio sheet, Lib. Cong.  
 1828. Address to the Columbian Institute on a moneyed system. Washington, 1828. 8vo. Lib. Cong.; Boston Ath.  
 1830. Address to the Columbian Institute on the question, "What ought to be the circulating medium of a nation?" Washington, 1830. 8vo. Lib. Cong.; Boston Ath.  
 1833. Synopsis of a plan for a national currency. Washington, 1833. pp. 16, 8vo. Lib. Cong.  
 1833. A plan for one uniform circulating medium, etc., Anon. Washington, about 1833. pp. 4, 8vo. Lib. Cong.  
 1833. Thoughts on the Moral System. Washington, 1833. pp. 29. Maryland Historical Society.

\* Thomas Law, Washington's First Rich Man.—George Alfred Townsend.



## CHARACTER.

**S**MILES and tears is the story of Law's life. In ingenious simplicity of narration as the Vicar of Wakefield unfolds his joys and woes, the spirits of the reader would rise and fall. To me it is an untrodden field and I stumble in the devious way.

"There is nobody, no man can be said to put you in mind of Johnson." Mr. Law like Dr. Johnson is unique. Never such oddity combined with strength of sense. His failings and foibles detract not, rather are foils to the veins of virtue.

Mr. Law thought rapidly and coined his thoughts into expression rapidly. His swarming thought forced relief as the surging torrent breaks.

Mr. Wirt tells, as he always does, with fascinating naïveté, Mr. Law's visit the evening previous, August 1, 1820:

He talked of agriculture, manufactures, finances, a national institute, the bank loan, the dry weather, Miss B., the 4th of July, the revolution in Naples and a newly invented plough, all in the same breath and pretty nearly in the same sentence. And when he was forced to shut his mouth by Laura's beginning to play, he also shut his eyes, and, I believe, went fairly to sleep; although he cried "beautiful," several times, in the wrong place. Miss B. says he does not know *Barbara Allen* from *Yankee Doodle*.

The moving influence of  
The true concord of well-tuned sounds  
on Mr. Law with Mr. Wirt's happy instance is indicated by  
Mr. Faux's musical incident, July 11, 1820:

After breakfast we rode to the pleasant farm of Colonel Heb to dine, where, with his lady and family, we meet a young Cantab,\* and his lady who sweetly sung and played for Mr. Law on the piano, with which he seemed enraptured.

Miss Josephine Seaton—*William Winston Seaton of the National Intelligencer, A Biographical Sketch*:

One of the most notable of Mr. Seaton's circle of friends, and chief, indeed, among the local celebrities of Washington at that period, was Thomas Law, of

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\* Graduate of Cambridge University, England.

whom few persons then living had not some anecdote to relate, as well as respecting his eccentricities as his brilliant talk. He attracted much attention from his fine person, aristocratic connection and undoubted genius, and also from his wealth, \* \* \* while he was also generous, prodigal indeed, in good works, as in the hospitalities dispensed at his country-seat near Washington.

Mr. Faux thus describes Mr. Law's appearance and characteristics :

In this retreat dined the President and two hundred gentlemen last week. The society admitted here is select, and the principal attraction to it is Mr. Law who is kind, agreeable and benevolent to all. In his personal appearance he is small, lean, withered and rustic. His nose, however, is noble, like Lord Ellenborough's, but his mind is perhaps nobler than that of any of the family, although he lives in greater simplicity than a country squire in England.

Mr. Law talks in an oratorical manner, and with an energy of action which makes him appear much in earnest. He is full to overflowing and quite inexhaustible. He writes with great velocity.

One can make for himself a comparison with the illustrious brother, for here he is presented by John, Lord Campbell, Lord Chief Justice and Lord High Chancellor of England—*The Lives of the Chief Justices of England* :

Lord Ellenborough was above the middle size and sinewy, but his walk singularly awkward. He moved with a sort of semi-rotary step, and his path to the place to which he wished to go was the section of parabola. When he entered the court he was in the habit of swelling out his cheeks by blowing and compressing his lips, and you would have supposed that he was going to snort like a war horse preparing for battle. His spoken diction, although always scholarlike, rather inclined to the sesquipedalian; his intonation was deep and solemn,—and certain words he continued through life to pronounce in the fashion he had learned from his Cumbrian nurse.

The superlative Addison in *Cato* says,  
Great souls by instinct to each other turn;  
and strong was the attachment which bound to Law men of  
brain and genius.

MONTICELLO, Dec. 12, 1822.

Thomas Jefferson salutes Mr. Law with ancient and friendly recollections, and with a mind which does not easily part with early impressions. He hopes the years which intervened since they last saw each other have been to Mr. Law years of health and pleasantness, and that he yet has many such to come.

Marching abreast with Mr. Law in the calendar of time, it is his particular lot to suffer by two dislocated wrists, now stiffened by age, and rendering writing slow, painful, and all but impossible. He is happy to find by the pamphlet Mr. Law has kindly sent him, that his mind is still equal to the continuation of his

useful labors, and that his zeal for the general good is unabated. Where they are next to meet, in this or some other untried state of being, he knows not. But if we carry with us the affections of this world, he shall thence greet Mr. Law with unchanged esteem and respect.

To THOMAS LAW, Esq.

In the evening of life the eccentric General Bradley, cherishing pleasant memories, thinks of him of same alloy, and with hesitating hand writes the inquiry which must have warmed the heart of dear old Law:

WALPOLE Decr 21<sup>st</sup> 1823

If my old Friend Thomas Law is living give my Best respects to him and tell him we should be happy to see him once more in these cold regions of the North.

Equal and in keeping with Mr. Law's hospitality was his liberality in gifts. His generosity was more marked in that which benefits generally and uplifts the higher nature. The extract from the letter of S. R. to W. C. Bradley, December 20, 1810, has something of the nucleus to the extensive library of the University of Vermont.

I have communicated to Mr Law his hint respecting the University at Burlington it struck Mr Law very favorably he was much pleased at the thought, and has ordered to the amount of \$500 worth of books to be immediately procured for that purpose they are authors of the first respectability and the most celebrated as well as useful in the literary world—

In this day no city celebrity receives more mention save one than he; and in his day not even he who had received the coronation of the republic was so familiarly and friendly known as Thomas Law, and when his intellectual visage appeared at the Post Office the clerk at the window began to assort the letters of apartment L.

Law's absentmindedness is proverbial. Anecdotes thereof are numerous in the memories of the oldest inhabitants and some are authentic. The instance related by Miss Seaton created amusement, and too, amazement :

Another more embarrassing instance of his distract faculties occurred at Berkeley Springs, where, after a bath, forgetting to dress, he appeared in the crowded grove in *puris naturalibus*, scattering consternation among the promenaders.

A congressman has related it was not an infrequent occurrence at the boarding-houses, (The Varnum,) for the headwaiter

to have his attention arrested by a sight through the window and undignifiedly rush to the front door and shout: "Mr. Law! Here's your hat."

Of the ovation to Mr. Law, on the eve of his second visit to the land of his nativity naught remains to be said, not even of the pointed hint of punctuality.

*National Intelligencer*, July 12, 1824:

A number of Citizens of Washington desirous to show to THOMAS LAW, Esq. upon the eve of his departure on a visit to England, their respect for the public spirit he has uniformly displayed in this City, from its foundation—for his integrity as a man, and his liberality as a gentleman, have invited him to a PUBLIC DINNER, to take place at Queen's Hotel, on Capitol Hill, on Monday next, the 12th instant. The time being short, it has not been possible to present the paper to all the numerous friends of Mr. Law, who might desire to unite in this act, which under the circumstances of the recent vile calumnies of Faux, the traveller and the London *Quarterly Review*, is no more than an act of justice to an injured and most respectable gentleman. Such, therefore, as have not had an opportunity of intimating a wish to join the Dinner Party on this occasion are respectfully informed that a subscription paper is left at the office of the *National Intelligencer*, to receive their names.

Committee for the Dinner—Commodore Thomas Tingey, William Brent, Esq., Dr. Frederick May, R. C. Weightman, Esq. and William W. Seaton.

☞ Dinner to be on the table at four o'clock.

William Gifford, the critic, editor of the London *Quarterly Review*, through that medium emphasized Faux's exposition of "Men and Things as they are in America;" and his review Edward Everett reviewed, scathingly, in the *North American Review*.\* With these expressions Mr. Everett commences and concludes:

This work reached us shortly after its publication in London, but we turned from it as beneath notice. We treated it as we have generally done the Fearons, the Jansons, the Hewlets, and the various other paltry adventurers, who come over to this country to make their fortunes by speculation, and, being disappointed in the attempt to jump into riches without industry, without principle, without delay, return to England and pander to the taste for American calumny, in order to pay the expenses of the expedition, by the sale of their falsehood.

A foolish admiration for what is foreign is far too common here; and the readiness to extend to strangers the greatest confidence of hospitality has, in other instances than this, exposed the good citizens of our country to shameful impositions. This is happily an evil, however, which corrects itself, and a few more travellers like Mr. Faux will establish the necessary degree of inhospitableness; and teach Americans, if they must receive this rabble, to let it be at a side table.

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\**North American Review*, Vol. XIX, pp. 92-125.

Mr. Law arrived in England, November 10, 1824.

In antipodal contrast is the relentless severity of the English Chief Justice in the infliction of extreme penalties in punishment of offenses oftentimes trivial to the humanity of the brother, Thomas Law. At a citizens' convention, delegates were appointed, April 29, 1826, to wait upon the Committee for the District of Columbia of the House of Representatives and present petition for a uniform code of criminal jurisprudence. The address prepared by Mr. Law, chairman of delegates, was delivered May 6:

Despots, in former times, wrote their laws in blood, that they might gratify revenge and diffuse terror, the moderns, more civilized have abolished some of the most cruel, but they have permitted too many remnants of barbarity to continue on their statutes.

You, gentlemen, actuated by philanthropy, (which dictates that, though criminals must suffer punishment to deter from violations of right, yet that their judges must consider that the sufferers are fellow beings,) have attended to and recommended a melioration of our penal code; and, not content with this measure have also visited our insalubrious jails, where "echoes only learn to groan" from wretches without bedding and clothing to shield them from winter's severity.

Although the consciousness of human actions, and the fulfilment of useful duties, afford ample gratifications to charitable legislators, yet we trust that the effusions of gratitude, from the heart-full citizens of Washington, will not be unacceptable.

That on return to your homes, your families, relatives, and neighbors, participating in sensations and sentiments, may cheer you with welcome greetings, and that you may be blessed with long health to enjoy the consolatory remembrance of your beneficial services, are the sincere wishes of,

Your grateful and obedient humble servants.

Mr. Law took no part in the local government. If a politician at all he was a mild republican, of the party of his friends, Washington, Jefferson, Madison and Monroe. His politics were his financial plans. Only once I find any act, and that in his seventy-fifth year, of political partisanship. Independence Day, Monday, July 5, 1831, was selected for a congregation of mechanics and other citizens, friends of the American System of National Independence and Internal Improvement and to Henry Clay's presidential candidacy, south of the Mall, Mr. Law offered a toast coupled with a quotation from Jefferson's Inaugural:

The right of opinion—*Having banished from our land that religious intolerance under which mankind bled so long and suffered, we have*

*gained little, if we countenance a political intolerance as despotic, as wicked, and capable of as bitter and bloody persecutions.*

Mr. Law disclaimed atheistical tenets and declined church authority. He says: "I have always been an advocate for men to pursue their interests unobstructed by governmental interference, according to the suggestions of their reason and to seek salvation according to the dictates of their own conscience." His guide was the moral sense or divinity within. Yet inconsistent with his avowed ideas, and his scoffing remarks of exponents of the theory of religion, he did attend the All Souls' Unitarian Church and generously support it. The Rev. Mr. John Wright, although rejected by Mr. Law's bishop brother, the Bishop of Carlisle, was with respect received by him. Mr. Law subscribed a hundred pounds towards a church and also for him secured the honor of preaching from the Speaker's chair before the President and the Congress.

Religious rites and rules were repugnant to Mr. Law. To him forms seemed fetters, ceremonies cloaks for insincerity and creeds cause of disastrous dissension:

Philosophers assist each other, and agree  
Whilst they God's wond'rous sciences expound;  
But bigoted sectarians rouse antipathy,  
And in God's name spread cruel feuds around.\*

To Mr. Law the resurrection of bodies appeared full of objections and he garnished his scepticism with Dryden's lines of ridicule, descriptive of the last trump :

Where scatter'd limbs from different quarters fly,  
And meet and jostle, hurrying in the sky.

Mr. Law's politeness, perhaps, cannot better be illustrated than to disclose with what grace he could invest so formal an instrument as a bill of exchange.

Exchange for }  
£250. }

TO THE RIGHT REV<sup>E</sup> GEORGE LAW,  
Bishop of Bath and Wells, London.

MY LORD,

At sight pay to the order of Messrs. Hottenquer & Co. at the Banking House of Messrs. Jones, Loyd & Co., London, Two hundred and fifty pounds, & charge to % of

PARIS, 4th April, 1831.

Yr Obt Servt,

THOMAS LAW.

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\* Thoughts on the Moral System—*Thomas Law.*

Mr. Law maintained a close correspondence with his people in England and thrice visited them. Mr. Law arrived in this city by way of New York from his last visit to Europe, January 9, 1832. Two days previous the news of Mrs. Custis's death at Richmond was brought.

Mr. Law was of those who "grave their wrongs on marble," a firm foe; he forgave not an injury, real or imagined. Of this characteristic no circumstance contradicts and many confirm. He passed by his co-voyager and co-venturer, distressed Duncanson; he insisted on forgetting that for many years *Greenleaf Point* was no more Turkey Buzzard Point; he mantled not with charity her to whom he was in wedded state—the Irish poet who was on the scene, June, 1804, in lines of unmistakable direction, exclaims :

Though man, who ought to shield thy fame,  
Ungenerous man, be first to wound thee!

Mr. George Alfred Townsend says :

One man only have I ever talked with who personally saw Thomas Law, namely, the late Christopher Lowndes of Bladensburg, and his father took him to an oyster house somewhere in Washington, where they meet a grave, sweet old man, with whom they had some oysters, and he read them a poem of his own.

At a call on the venerable David A. Watterston at the Watterston mansion I incidentally learned that that upon which I gazed had been familiar to Mr. Law. He breakfasted at dawn and was frequently with the Watterstons at their breakfast time free "to dip into the sugar bowl" or to take any other liberty. But to Mr. Watterston "Mr. Law is a mere shadow."

Mr. Samuel Lorenzo Knapp pays this tribute :

Thomas Law, Esq., has, although now nearly an octogenarian, lately published a book upon currency. He is a man of no ordinary powers of mind. His life has been an eventful one. In England, his native country, he was considered a man of mind. In India he was distinguished for his financial talents, and was the great benefactor to the natives, by his judicious plans for their relief. He was the companion of Teignmouth and the friend of Sir William Jones. Active and enterprising, he saw the accounts of the establishment of our federal city, and he hastened to this country to identify himself with its growth, *from the cornerstone to the setting of the gates thereof*. He purchased largely of the soil, built on an extensive scale, suggested ten thousand plans for the improvement of the city, and for the prosperity of the nation; but the slow, doubtful, and often strange course of congress, came not only in his way, but in the way of all those deeply interested in the welfare of the city; and he has spent the days of his

maturity and wisdom in unavailing efforts for the improvement of it. It is happy for him, however, that he has lived to see the dawn of a better day for Washington; and if he can not stay here long to enjoy it, as a good man he will rejoice in the hopes of his friends and descendants. If his disappointments have been numerous, yet it can not be said that they have soured his temper or hardened his heart, or that his tenants have felt his resentment, because he was deceived by those who could have favored his plans. In this world, the insults received from those above us, are often repeated by those below us, in pitiful and aggravated forms.

Mr. Law's constitution succumbed. His hand was tremulous and his form bent. His mind was not impaired when he drew his will, two years of his death, as the phraseology indicates, nor was his intellectual vigor relaxed one year before as *Thoughts on the Moral System* are his best. During the last year he required a constant attendant. After an illness of ten days, July 31, 1834, at six o'clock in the morning, Thomas Law died. His friends and acquaintances were invited to attend the funeral from his late residence on Capitol Hill at four o'clock in the afternoon of the day following. His residence was one of the row on New Jersey avenue. He was buried in the St. John's graveyard, square 276; the remains were removed to Rock Creek Cemetery, and there repose with "the unknown." Mr. Law's residence in America, almost to a day, was two score years.

ASHLAND, 8th Aug—34

DEAR SIR

I lament the death of Mr. Law, for whom I have always entertained the greatest esteem.

Yrs' with constant regard

GEO. WATTERSTON Esq

H CLAY

Mr. Blane was to have a sixth share in the investments in which they were mutually concerned. Mr. Law's account in his own handwriting with Mr. Blane, much mutilated, is in the chancery cause, *Law vs. Adams*. The Auditor says it is fair and excuses its faults "occurring in the multiplicity of Mr. Law's transactions and embarrassments, pecuniary and domestic, as well as from his known habit of forgetfulness." That Mr. Law did his utmost to save his friend from loss appears by a declaration on the land records, July 7, 1823, and this provision in his will:

To my friend Wm Blane of London \* \* \* I give and bequeath all the remainder of my property to him and his heirs forever, after paying all debts and

the bequests herein devised. My heirs will not be displeased by my attentions to Mr. Blane. He has an amiable family, and has been unfortunate with me in the city purchase and as he is the only one who has lost by me, I am anxious that he should not be a sufferer.

And it is a fact, Blane was the only one who lost through Law. He was never insolvent, although in his latter years in distress for cash. His estate was closed before the civil war. His realty was disposed at prices which would be considered ridiculous now, yet it yielded \$175,000. His minor creditors were settled with at once and his larger ones and legatees received principal with 130% additional, accumulated interest.

In the chancery cause of Law against Adams, executor, involving twenty-five years active litigation, the Supreme Court of the United States construed the ante and post-nuptial agreements. Mr. Law survived Mrs. Law; their child, Eliza, died before her parents, leaving children. The court decided the expression, "in case the said wife shall die in the lifetime of her husband, leaving issue of said marriage one or more children" defined "issue" to be children and that it had no right to extend the meaning to include grandchildren. This was not Mr. Law's idea, as his will states:

I have settled upon the children of my daughter Eliza more than I fear my other grandchildren will receive.

In the imitation of nature such parts should be employed as reproduce advantageously and in biography those characters should be selected whose lives are worthy of imitation. Thomas Law is a praiseworthy pattern in his principle, he by practice and precept inculcated, the employment of the present. He engaged the current time with a project to which he heartily devoted his abilities. Accomplishment his memory applauded yet it filled not the measure of content and he, not deterred by distress and disappointment, pressed achievement. With age, he abated not his activity; in his final year he advocated a measure for the welfare of America's people as in pristine manhood he achieved the triumph for India's humanity. Mr. Law in each period, in the enthusiasm of early years, in the strength of meridian years, in the experience of advanced years, could appreciate a special fitness. Of old age, the wholesome senti-

ment, happily phrased, he indited a little while before his hand lost its grasp:

I cannot admit that old age will be miserable. God, in his beneficent dispensations, makes time obliterate our sorrows, by diverting our minds with new scenes and new acquirements, and by inspiring new affections, and better founded than juvenile predilections.

Thomas Law was a man of merit and manners. Corresponding with his elegance in mien was his graceful letter-writing. His writings on moral philosophy prove profound thought, on economics evince wide learning. In his days of prosperity he lavished hospitality, in his days of misfortune, he bestowed in the same spirit. Of money, he cared naught, save to serve others. One familiar with his history will think of him as an enthusiast, more as a savant, pre-eminently, the gentleman.

I have recorded dry detail and restrained from the glamour of humor. I have adhered to a sketch and only imparted a suggestion of the erudition and experience of him of whom it was said :

His worth is not one-tenth of it known.

Law's life was a success. Brick and stone are monuments of his usefulness. His gentle words and kindly deeds have made imperishable impress. No tablet marks his resting place. Though his grave is unknown, his fame will not fade away.

Time! thou destroyest the relics of the past,  
And hidest all the footprints of thy march  
On shatter'd column and on crumbled arch,  
By moss and ivy growing green and fast.

Yet triumph not, O Time, strong towers decay,  
But a great name shall never pass away.

—Park Benjamin: *A Great Name.*





## APPENDIX.

## WILL OF ROBERT MORRIS.

**I**N the name of God Amen, I Robert Morris of the City of Philadelphia formerly a Merchant &c &c do now make and declare this present writing to contain and to be my last Will and Testament hereby revoking all wills by me made and declared of precedent dates. Imprimis I give my Gold watch to my son Robert, it was my Fathers and left to me at his death and hath been carefully kept and valued by me ever since Item I give my gold headed Cane to my son Thomas the head was given to me by the late John Hancock Esqr when President of Congress and the Cane was the gift of James Wilson Esq: whilst a Member of Congress, Item I give to my son Henry my Copying press and the paper which were sent to me a present from Sir Rob<sup>t</sup> Herries of London—Item I give to my daughter Hetty (now M<sup>r</sup>: Marshall) my silver vase or Punch Cup which Imported from London many years ago and have since purchased again—Item I give to my daughter Maria (now M<sup>r</sup>: Nixon) my silver Boiler which I also imported from London many years ago and which I have lately repurchased Item I give to my friend Gouverneur Morris Esq<sup>r</sup> my Telescope Espying Glass being the same that I bought of a french refugee from Cape Francois then at Trenton and which I since purchased again of Mr: Hall officer of the Bankrupt office—Item I give and bequeath all the other property which I now possess or may hereafter acquire whether real or personal or all that shall or may belong to me at the time of my death to my dearly beloved wife Mary Morris for her use and comfort during her life and to be disposed of as she pleases at or before her decease when no doubt she will make such distribution of the same amongst our Children as she may then think most proper. Here I have to express my regret at having lost a very large fortune acquired by honest Industry which I had long hoped and expected to enjoy with my family during my own life and then to distribute it amongst those of them that should outlive, Fate has determined otherwise and we must submit to the decree, which I have done with patience and fortitude, Lastly I do hereby nominate and appoint my said dearly beloved wife Mary Morris Sole Executrix of this my last Will and Testament made and declared as such on this thirteenth day of June 1804.

ROBT MORRIS [L S]

## STODDERT-GREENLEAF CONTROVERSY.

## NOTICE.

THE ASSIGNEES of the joint estate of ROBERT MORRIS, JOHN NICHOLSON and JAMES GREENLEAF, and the assignees of the separate estate of James Greenleaf, hereby give notice to all persons concerned, that they have claims in equity to a large part of the lots in this city, advertised by Benjamin Stoddert, as being engaged for his WASHINGTON TONTINE—The said assignees also give notice, that they mean to test by strict principles of law and equity, many of the acts and doings of the Commissioners of the City, relative to lots and property, purchased by them, by R. Morris and J. Greenleaf; and that they mean also to test on like principles, every act and doing of R. Morris and J. Nicholson, relative to lots or property, grounded on J. Greenleaf's deed of conveyance, to said Morris and Nicholson, dated 13th May, 1796, which is on record in this city. The very extensive estates conveyed by that deed, being among other provisions, exceptions and restrictions, subjected to the following "to all liens now binding or affecting the same property, on account of any part of the purchase money which remains unpaid to the commissioners of the said city of Washington, or any other person or persons from whom the same was purchased by either of the parties to these presents; and to all other liens, restrictions, exceptions, conditions, regulations and agreements, to which the said property, or any part of it, was subjected by the contracts under which the same was purchased, as aforesaid"—"excepting, also, all such squares lots, lands or tenements, as were either conveyed or sold, or agreed to be conveyed, either by all or either of them the said James Greenleaf, Robert Morris and John Nicholson, or any of their agents or attorneys, to any person or persons whatsoever, at any time prior to the tenth day of July, in the year of our Lord, one thousand seven hundred and ninety-five."

JAMES GREENLEAF,  
*Agent and Attorney for the  
assignees, &c &c*

WASHINGTON, January 9th, 1805.

## TO THE PUBLIC.

WHATEVER reluctance I may feel to the measure, I cannot avoid obtruding myself and my affairs on public attention. To suffer the notice given by Mr. James Greenleaf, that the assignees of Morris and others, have claim to a great part of the Washington Tontine property, to pass without observation, might expose me to the suspicion that I could descend to practise fraud upon the public. To restrain from shewing to the world, that the Tontine property is free from any claim of

Morris and others, would be to abandon a fair and honest enterprise; useful to its projectors; beneficial to those who have become, and may become adventurers in it; and advantageous to the City of Washington.

Some of the Tontine property was acquired by myself and others, by purchase at the public sales of the commissioners of Washington, of the property that had been contracted for by Morris and others, and which was resold, under a law of Maryland because the stipulated payments had not been made. This, it is understood, is the property, to which it is said the assignees have claim—and this, on the ground heretofore assumed, that the commissioners had not authority under the Maryland law to resell the property contracted for by Morris and others, before the passage of the law.

For more than seven years, pretensions of this kind have been rumored throughout the United States, to the inconceivable injury of many proprietors of City property; and to the great prejudice of the City itself—but, as in all this time, no effort has been made to establish claim to a single lot, by any legal course, those least inclined on uncharitable suspicion, have been led to the belief, that these pretensions were kept up for the laudable purpose of retarding the progress of the city, by deterring strangers from making investments in it:—or with the honest view of embarrassing sales, until the owners of such property should yield, as to the lesser evil, to iniquitous demands in the shape of compromise, for the privilege of selling.

Who that steps beyond his own threshold has not had his ears poisoned by the tales, universally circulated, of the infinite hazard of titles in Washington? In Washington, where of all places the titles to property can be most easily ascertained; and where, of all places, they are in general most secure:—and more especially, to that property subject to most obloquy—I mean that which has passed through the hands of the commissioners, and is held under their title; in which, it is next to impossible for the most ignorant to be deceived.

But enough of exordium. The public will please to take notice, that Morris and others, contracted on the 24th of December, 1793, with the commissioners of Washington, for 6000 lots, and agreed to pay by seven annual instalments of about 70,000 dollars each. They quickly failed to make the promised payments, and the commissioners proceeded to re-sell the lots under the authority of the Maryland law:—But their right being questioned, they took the opinion of the Attorney General of the United States, so much of which as is relevant to the point in contest, I here recite:

“By the agreement of the 24th December, 1793, between the commissioners of Washington, and Morris and Greenleaf

for 6000 lots, the consideration money is to be paid by instalments, and therefore this sale" (a sale in contemplation by the commissioners) "appears to be within the letter and spirit of the act of 28th December, 1793, which more properly comprehends sales made prior to the passage of the act, than sales subsequent thereto, and in my opinion comprehends sales of both descriptions. This act does not impair any contract, nor is it objectionable with respect to this sale, as being *ex post facto*, because it does not alter any contract, but invents a new and speedy mode of preventing injury that might arise from a breach of contract, and is in furtherance of a fair and complete execution of the terms of the contract. It is analogous to a law amending the administration of justice, and giving new, or changing old remedies.

"In the present case it may be remarked, that the law was passed before any breach of contract had taken place.

"As to the lots comprised in the contract, remaining un-conveyed to Morris and Greenleaf, if default has been made in paying the instalments, or any of them which may have become due, and likewise in building the number of houses stipulated, it is my opinion so many of them may be re-sold by the commissioners agreeably to the aforesaid act, as shall be requisite to raise the full sum of money due at the time of such re-sale, and so from time to time, as the instalments shall fall due, and be unpaid. It is my meaning that no more shall be sold than will satisfy the arrearages of principal and interest actually due and charges thereon.

C. LEE."

That the reader may judge of the soundness of the attorney general's exposition of the law, I will recite all of it that relates to this subject.

"And be it enacted, That on sales of lots in the said city, by the said commissioners, or any two of them, under terms and conditions of payment being made therefor, at any day, or days after such contract entered into, if any sum of the purchase money or interest shall not be paid for the space of 30 days after the same ought to be paid, the commissioners, or any two of them may sell the same lots at public vendue in the city of Washington, at any time after giving 60 days notice of such sales in some of the public news-papers of George town and Baltimore town, and retain in their hands sufficient of the money produced by such new sale, to satisfy all principal and interest due on the first contract, together with all the expenses of advertisements and sale—and the original purchaser or his assigns shall be entitled to receive from the said commissioners at their treasury on demand the balance of the money which may have been actually received by them, or under their order,

on the said second sale—and all lots so sold shall be freed and acquitted of all claim legal or equitable of the first purchaser, his heirs and assigns."

Here I might safely rest my appeal, secure of the suffrage of every man who can understand what he reads, and whose object is conviction. But in a case like this, even the shadow of diffidence should not remain—and shall not, nor shall those miserable creatures whose highest gratification consists in the malignant pleasure of surveying the disappointments of men who strive by proper means, to acquit themselves honorably of their burthens, be permitted the privilege of doubting themselves, nor, of infusing doubts into the minds of others, as to the safety of the titles to the Tontine property, and other property in Washington, affected by this fraudulent claim, to the amount of one third of all that is valuable in it.

Let it be remembered that the objection to the commissioners right to re sell the lots contracted for by Morris and Greenleaf, is this—that the law giving the power to re sale, passed after the contract. Even this poor plea, wretched as it is shall no longer be made the pretext for deception. The law passed before the contract. For evidence of this fact I appeal to the journals of proceedings of the two houses of the Maryland legislature, by which it will be seen, that the bill originated in the Senate, and after the sanction of that body, was sent to the House of Delegates where it remained some days, that was taken up for the last time and passed in the sitting of the forenoon of the 24th of December, 1793. These journals will be lodged at the office of the *National Intelligencer*. I scarcely need observe that all Maryland knows, that the laws of Maryland take effect from their passing both houses. The governor is not a part of the legislature, and tho' he signs the laws in the presence of both houses, as a witness, the omission to do so, does not invalidate the laws, as the courts have determined—they are as much in force before they get his signature, which is generally put to them at the end of the session, as afterwards.

The commissioners of 1793 were men of character and prudence and did not think it quite safe to commit the fate of the city to the keeping of Greenleaf and Co. with no other remedy in their hands, for failure in engagement, than the tedious process of a chancery suit, and therefore waited until they received certain information of the passage of the law. Such information was sent them immediately on its passage the 24th of December, and they received it in time to enable them to execute the contract the same night, though at a very late hour, with full knowledge of the existence of the law.

It may be asked, why did the commissioners of 1797 represent to the attorney general, and believe themselves that this important act passed the 28th and not the 24th of December? I know of but one way of accounting for this apparent inatten-

tion on their part, to a fact to be sure not material to their right of re-sale, but certainly very material to quiet the minds of timid purchasers. These gentlemen were a new set of commissioners, none of them had been privy to the transactions of 1793, they saw by the contract they found in the office that it had been executed on the 24th of December, and by the printed book of laws, it appeared that the act in question and every other act of the same session had passed on the 28th day of December, and I suppose they inquired no further. The circumstances indeed of all the acts of the session appearing to have passed on the same day, had it been adverted to, would have led to the conclusion that there was an error in the printing; but the circumstance, striking as it now seems, most probably escaped attention, and from this little oversight, have arisen all the mighty mischiefs that have flowed from the slander of the titles to Washington property. For had this pitiful plea, that the contract was prior to the law, been shown at the first sales, to be untrue in point of fact, there being nothing else to rest a doubt upon, we should have heard nothing about the sales of the commissioners without the authority of law—nor of the hazard of titles in Washington.

After this it is to be hoped we shall hear no more of the claims of the assignees, or others, on one third part of the city of Washington. At least it is to be expected that the assignees, who have characters to stake, and who must have been deceived, will no longer permit their names to be prostituted to countenance such claims—nor can this expectation be disappointed, if these gentlemen are just to their own fame.

As I have known for several weeks, that Mr. Greenleaf was engaged in the benevolent work of slandering the Tontine titles, I thought it due to decency to suffer the progress of that institution to be suspended; until an opportunity could be seized to dissipate doubts. I shall now take my measures to insure to it the success it merits, which this development will most likely accelerate

BEN. STODDERT.

GEORGE-TOWN, January 11, 1805.

P. S. Those printers who have published the plan of the Washington Tontine will much oblige me by inserting this, and with it Mr. Greenleaf's notification.

B. S.

*National Intelligencer*, January 16, 1805.

In duty to myself and to the assignees of the joint and separate estates of R. Morris, J. Nicholson, and J. Greenleaf, I find myself called on to take a slight notice of Mr. Stoddert's publication in the *National Intelligencer* of yesterday.

The several contracts made by Morris, Nicholson and Green-

leaf, or some of them, with the commissioners of the city of Washington, for the purchase and protection of a large number of lots in the city involve a variety of very important considerations, which can be explained only in a court of chancery, and suits are now instituting by me which will command those explanations. The public sale of lots in Washington, took place under circumstances affecting the personal interests of two of the commissioners, and implicating very incorrect views on their part—this, I am prepared to substantiate in chancery, and 'tis there only that such facts can properly be tested—a great number of the lots sold at auction were bid off and conveyed by deed of quit claim, at five dollars, per standard lot; when under correct titles, the same lots would have commanded more than twenty fold that sum. Mr. Stoddert bought largely at these sales, and now seeks to sell again in the shape of Tontine Stock—under this state of things, were I to withhold the public avowal of my claim, improper inferences might be drawn therefrom; irremediable evils might ensue to many, and, at least, the unwary and uninformed would have just cause of complaint at my silence—I desire however it may be distinctly understood, that my views go not, (as charged by Mr. Stoddert) to the injury of this city, or its honest inhabitants—I have personally, a deep stake in this establishment, and am (but not alone on that account) most ardently solicitous for its welfare—but while resting in the firm belief, that those for whom I act, have a just and fair claim to the property sported with by the commissioners, I shall maintain that claim in every proper and decent way; and in asking the equity due, I shall hold myself prepared to administer full and complete equity in turn. I conceive it not incumbent on me to notice more particularly Mr. Stoddert's intemperate publication, or at present, or in this manner, to controvert his gross misstatement of acts, and will therefore close by observing, that as I feel perfectly justified in using every honest endeavor to collect the scattered wrecks of my estate, I shall continue to act accordingly—if I sin in so doing, be the evil on myself.

JAMES GREENLEAF.

CITY OF WASHINGTON, Jan. 13.

To THE PUBLIC.

IT is painful to be driven to a vindication of right to property in a newspaper. Such however is my fate; I submit to it with less reluctance, as the city of Washington nay the public at large, have an interest in the discussion.

The public will please to notice, that Mr. Greenleaf has not advanced a single document, or fact to controvert my statement in the *National Intelligencer* of Monday, supported by docu-

ments, and reference to documents lodged with Mr. Smith. Yet he calls it a gross misstatement. Let it be remembered that it is Mr. James Greenleaf, who so calls it. And let the world determine whether he is not of that privileged order of men who may assert just what they please, sure of loosing nothing in reputation. If my statement be true, and who will not believe it? then whatever claims he may have, if any on the city, he can have none on the property resold by the commissioners, or on the Tontine property.

It would seem from Mr. Greenleaf's "slight notice" that he expects it should be believed, that two of the commissioners, actuated by very impure views, had resold at auction the property contracted for by him and others, and so managed that affair as to sell some lots as low as 5 dollars, which with correct titles would have commanded more than twenty times that price; and that I was a considerable purchaser at these sales. Whatever liberties may be indulged in private conversation when the thing told is to be a kind of secret between the accurate narrator, and his hearer, the most barefaced impudence should preserve some shew of respect to public opinion. There are hundreds in Washington prepared to give contradiction the most direct, to this statement, equally ridiculous and wicked. Ridiculous, because it could not be hoped, it could escape detection and exposure, three days. The simple truth is, as the books of the commissioners, at all times accessible will prove that they never sold a single lot that had been contracted for by Morris and Greenleaf for less than the sum they were to pay which was eighty dollars with interest and costs to be added. It is equally true that I never bought a lot at their sales, the equity to which I had not before purchased from the first contractors or their assigns. Under an act of Congress which left no discretion with the executive officer, but which directed at all events, a peremptory sale, of all the public property contracted, and not paid for; a sufficient reason for which was, to rid the city forever of Greenleaf and Co. and their pretensions; an infinitely greater quantity of property was forced into market than there was demand to meet. This happened in 1802, when the commissioners were not in office—I purchased at this sale, lots from the public at twenty dollars, which had before cost me several hundred by purchase from Morris and Co. who were to have paid the public for the legal estate, but did not. I also purchased lots at this sale, to which I had before no claim. But in this sale the commissioners had no agency, nor was the judicious and correct officer who conducted it, inattentive in the smallest degree to his duty. He was commanded by the law in terms not to be disputed, to sell more property than there was money on market to represent. The effect, corresponded with the cause. The property sold at very reduced rates. This will forever be the case, when

too much of any article, even gold itself, is forced at once upon the market. A sale by the sheriff, quickly after, of 60 or 80 lots, not polluted by the touch of Greenleaf, produced no better prices.

But even by this sale, I question whether Morris and Co. or their assignees suffered a cent. They had I believe, before sold their equity to the greater part of the lots then sold, perhaps not to every one of them, leaving it with the purchasers from them to pay, or forfeit the lots.

After this correction of Mr. Greenleaf's SLIGHT NOTICE, tales will still be told of the wanton depredation on his property by the commissioners, and others, with views equally impure—and we shall still hear for a little while, "that the doings of the commissioners, and others, are to be tested by the strict principles of law and equity." But where will credulity be found to credit the tales—or timidity to fear the mighty vengeance?

Some men who have bought lots, and are averse to strive, without dreading the loss of their property may apprehend that they are to be harassed with suits. They need not fear it. The assignees are not men to suffer their money to be thrown away in idle and hopeless pursuits. If I mistake their characters, I cannot be mistaken in that of the bar, where no man who has pretensions to reputation, will lend his aid to countenance both folly and fraud.

BEN. STODDERT.

#### To THE PUBLIC.

IN my notice of Mr. Benjamin Stoddert's publication of the 11th inst. in the *National Intelligencer* I have assigned sufficient reasons for not pursuing thro' the improper channel of a newspaper, my differences with him, in regard to our conflicting claims to lots engaged in his Tontine Scheme. I did vainly hope that the temperance of my observations on Mr. Stoddert's subject, or that the remnant of respect he might still have retained for himself, would have restrained him from further display of ungentlemanly invective. I shall not descend to notice his publication in the last *Intelligencer* in the language it merits. As regards my own feelings and reputation, it suffices that I bear along with me not only the consciousness of self rectitude, but the entire confidence of those for whom I act and who have all had the best possible opportunities of judging and of knowing me. And as regards Mr. Stoddert I would advise that he presume not too confidently on former high ministerial station, as attaching impunity to his personal doing for the accomplishment of unwarrantable and unprincipled purposes.

If justice were the wish of Mr. Stoddert as it is mine, he would await with coolness the event of the suit he thought fit

to institute against me previous to his first publication; and why in his various publications, the mention of that suit has been cautiously avoided, he best can tell.

In the Chancery court of this district, (where several suits have already been instituted by me for the disenthralment of the property of my estate,) Mr. Stoddert and myself will alike be called upon to substantiate all we have respectively asserted—And as truth is evidently at variance with one of us, it is on the Chancery decree we must rest, not only our respective claims to the property contended for but all our pretensions as men of veracity to the countenance of society.

JAMES GREENLEAF.

CITY OF WASHINGTON Jan 21.

NOTICE.

ALL persons who have purchased and received conveyances to lots in this city from Messrs. John Templeman and Benjamin Stoddert or either of them, in square No. 75, 101, 105, and 119, are hereby cautioned to examine into their titles. The property in question was many years ago contracted to be conveyed to general Walter Stewart, (since deceased) on his making payment for the same,—the legal title was then in me individually, and now vests in the assignees of my separate estates, subject however on payment (as in justice it ought) to a claim in equity, on the part of General Stewart's heirs—Messrs. Templeman and Stoddert pretending to have purchased that claim have since sold to others, and under their assurance expensive improvements have been made on the property: Still four-fifths of the money due to my estate from general Stewart's heirs, has never yet been made or offered, nor has the legal title ever yet passed from my assignee. I lament extremely, that is at the hazard of exciting much of enmity and ill will, that I shall occasionally be obliged to awaken long dormant, but important and just claims on the part of the assignees of the joint and separate estates of Robert Morris, John Nicholson, and James Greenleaf.

JAMES GREENLEAF *Agent & attorney for the assignees, &c &c*

WASHINGTON, Jan. 21

## WILL OF THOMAS LAW.

I THOMAS LAW of the city of Washington in the District of Columbia being in health and in the enjoyment of my intellectual faculties now make my will.

My property consists of an Estate called the Retreat: and a few acres of land Situated near the same which I purchased of Mr. Hibb, in Prince Georges County, Maryland and of Houses and Lots in the city of Washington in a part of which my friend William Blane of London holds a share of one sixth—and some corporation of Washington Stock—I have also a small house & lot in St. Augustine Florida and a title to lands in the State of Illinois which I purchased for Taxes.

I have settled upon the children, born of my daughter Eliza who married Lloyd Rogers Esq. more than I fear my other grandchildren will receive unless my property should rise in value and in that event I may make another will.

I hereby authorise and empower my Executor hereinafter named to sell all the property of which I may die possessed (Excepting such portions thereof as may be herein specially devised and I direct the same to be made as soon as it can, in his opinion, be done to the advantage of my estate. I direct my executor to settle and pay all my debts as soon as may be practicable after my decease and to sell or otherwise dispose of any of my property for that purpose.

I give and bequeath to my grandchildren Thomas & Edmund Law, the sons of the late John Law Esq. of Washington the Sum of five thousand dollars Each to them and their heirs forever, to be paid when they shall respectively arrive at the age of twenty one years, the said sums of five thousand dollars (making ten thousand) I direct to be invested and the interest or proceeds thereof only to be applied towards the support & education of the said Thomas & Edmund during their minority. And in case neither of my said grandchildren Thomas & Edmund should live to the age of twenty one years, then and in that case the said sum of ten thousand dollars shall be and constitute a part of the *remainder* hereinafter devised. I further give and bequeath to the said Thomas & Edmund all my right, title & interest in & to the lands in the State of Illinois which I have purchased for taxes—the same having been the property of their father. I have paid taxes, many years, for these lands to preserve them. In case the interest or proceeds of the said sum of ten thousand dollars should not be equal to the sufficient support and Education of the said Thomas and Edmund of which my Executor shall be judge, I direct that so much of the Illinois land shall be sold and the proceeds thereof applied to make up the deficiency, if it should be necessary by a failure of the other funds to be collected from their Mothers Estate.

I give and bequeath to a lad bearing my name the son of

Margaret Jones and to a lad named Joseph Edmund Law the son of Mary Robinson the sum of One thousand dollars each to be paid to them when they shall respectively arrive at the age of twenty one years, the said sums of one thousand dollars (making two thousand dollars) to be invested and the interest or proceeds thereof only to be applied toward their support & Education during their minority,—and in case either of them should not live to the age of twenty one years, then and in that case the said sum of one thousand dollars hereby bequeathed, and in case both should die during their minority then the said sum of two thousand dollars, shall be and constitute a part of the remainder hereby after devised.

To my friend Wm. Blane of London (who purchased with me lots in the City of Washington to the amount of thirty thousand pounds Sterling, and who advanced one thousand pounds Sterling towards improvements) I give and bequeath all the remainder of my property to him & his heirs forever, after paying all debts and the bequests herein devised.—My heirs will not be displeased by my attentions to Mr. Blane. He has an amiable family, and has been unfortunate with me in the city purchase and as he is the only one who has lost by me, I am anxious that he should not be a sufferer.—Happily my relations are above any aid from me.

My pictures of views in India, now at Mr. Seldens I Leave to my loved nephew Charles Rumbold.

I have shares which cost me Eight thousand dollars in the Potomac Company I think that the Directors & Stockholders had not authority to transfer my rights to the new Company, I therefore direct my executor to take a legal opinion in this Case and act according thereto.

I hereby appoint Mr. James Adams my Executor to act as he thinks I would if living & in carrying into effect this my last will & I desire that Security may not be exacted from him beyond one thousand dollars & I also appoint Mr. William Brent to be my Executor should Mr. Adams decline to act or remove or die before the Executorship is closed

THOMAS LAW (SEAL)

CODICIL TO THE LAST WILL & TESTAMENT OF THOMAS LAW.

BE it known that I Thomas Law hereby declare and publish this Codicil to the foregoing and annexed will which was dated on the tenth—day of September in the year eighteen hundred and thirty two—in addition to and alteration thereof in the words following to wit,

I give and bequeath to my three grandchildren, Edmund, Eliza & Eleanor children of my late daughter Eliza P. Rodgers the sum of five-thousand each, to them and each of them and their heirs forever: provided and with this express condition

namely, that if the said children of my said daughter Eliza, or either of them, or any person or persons in their behalf, or account, or in behalf, or on account of either of them, as heirs, or heir at law, or devisees or devisee of their grandmother, the late Eliza P. Custis, shall claim, ask, demand, sue for, recover, or receive any part or portion of my estate rights, or credits either in my life time, or after my decease, under, or by virtue of a certain Indenture). tripartite bearing date the nineteenth day of March Seventeen hundred & ninety six entered into and between Thos. Law & E. P. Custis,—or under, or by virtue of another Indenture Tripartite, bearing date the eighth of May in the year eighteen hundred, entered into by and between Thomas Law, Eliza P. Law and Thos. Peter—or under, or by virtue of another Indenture bearing date ninth of August Eighteen hundred & four entered into by and between, Thos. Law, Geo. Calvert and Thos. Peter,—or under, or by virtue of any other Indenture deed, or instrument of writing which the said Thomas Law and E. P. Law or E. P. Custis may have been parties, or to which any other person or persons with the said Thos. Law may have been parties for the benefit of the said E. P. Law or E. P. Custis or her heirs, then and in that case the bequest in this codicil to be null & of no effect, otherwise to remain in full force and virtue in law as my last will & testament hereby declared and made known.

I direct my executor before named, in case the terms of this codicil be not acceptable to my said grandchildren, mentioned in this codicil to contest with them to the utmost their rights to claim, or receive any portion of my estate rights or credits, under, or by virtue of the Indentures before named, or any other. He will of course carry into effect my intentions herein set forth in regard to either of them agreeing or disagreeing to the terms of this Codicil.

I further direct that in case the proceeds of my estate should not be sufficient to pay all the above bequests that they should be distributed pro rata among the Legatees before named in the foregoing will and this codicil, and I hereby revoke all wills previous to the date of the foregoing to wit: on the tenth day of September in the year Eighteen hundred and thirty two.

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